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Registered Transportation Practitioner

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(202) 737-2188

6-248A021

No.

Date SEP 5 1986

Fee \$ 10.00

ICC Washington, D.C.

September 5, 1986

15045
SEP 5 1986 9:28 AM
INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

In Re: Document for Recordation

Dear Ms. McGee:

I have enclosed an Original and One copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS, a primary document dated June 30, 1986.

The names and addresses of the parties of the document are as follows:

Mortgagor: Rochester & Southern Railroad, Inc.
3846 Retsof Road
Retsof, New York 14539

Mortgagee: General Electric Credit Corporation
1600 Summer Street
Stamford, Connecticut 06905

Description of the equipment covered by this document is shown on Annex VI of the Document and includes Six General Motors Corporation Electro-Motive Division (EMD) Model GP40 3000 Horsepower four axle diesel electric locomotives with the former Conrail road numbers 3056, 3057, 3059, 3063, 3072 and 3079 and numbered as follows:

<u>Serial Number</u>	<u>Locomotive Road Number (RS)</u>
33220	101
33221	102
33223	103
33227	104
33236	105
33243	106

A check in the amount of \$10.00 to cover the Recordation Fee is enclosed. Please return the original showing recordation.

Your usual cooperation in this matter is greatly appreciated.

Yours very truly,
Pauline E. Myers

PEM/s
Enclosure:

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

9/5/86

Pauline E. Myers
Registered Transp. Practitioner
Suite 1163 National Press Building
529 14th St. N.W.
Washington, D.C. 20045
Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/5/86 at 9:35am, and assigned recordation number(s). 15045

Sincerely yours,

Norata R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

15045

REGISTRATION 170 Filed 1425

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INTERSTATE COMMERCE COMMISSION

MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS, dated as of June 30, 1986, between ROCHESTER & SOUTHERN RAILROAD, INC., a corporation organized and existing under the laws of the State of New York (the "Company"), with its address at 3846 Retsof Road, Retsof, New York 14539, and GENERAL ELECTRIC CREDIT CORPORATION, a New York corporation ("GECC"), with its address at 1600 Summer Street, Stamford, Connecticut 06905.

The Company has been duly organized under the laws of the State of New York.

The Company, pursuant to a Purchase and Sale Agreement dated December 13, 1985, as supplemented as of June 30, 1986, by and between The Baltimore and Ohio Railroad Company and Buffalo, Rochester and Pittsburgh Railway Company (the "Sellers"), on the one hand, and the Company, on the other (the "Purchase and Sale Agreement"), proposes, promptly after execution and delivery hereof, to acquire and operate certain railroad assets now owned by the Sellers and located in the State of New York, as more particularly identified in the Purchase and Sale Agreement (the "Acquired Rail Assets").

The Company and GECC have entered into a Loan Agreement dated as of June 30, 1986 (the "Loan Agreement"), providing for a secured loan to the Company in the principal amount of \$4,500,000 to be evidenced by a Note (as defined in the Loan Agreement) for the purpose of acquiring the Acquired Rail Assets, subject to the condition, among other things, that the Company execute and deliver this Mortgage, Security Agreement and Assignment of Leases and Rents (this "Mortgage") to secure the Obligations (as hereinafter defined).

All requirements of law and of the charter and the by-laws of the Company have been duly complied with, and all things necessary to make the Note, when executed by the Company, the valid and binding obligation of the Company, and to make this Mortgage a valid and binding mortgage,

security agreement and assignment of Leases and Rents (as hereafter defined) for the security of the Obligations (as hereinafter defined), have been done and performed.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Loan Agreement and the Note, the Company and GECC hereby agree as follows:

Section 1. Definitions. Unless the context otherwise requires, the following terms shall have the following meanings:

"Administrative Support Agreement" has the meaning specified in the Loan Agreement.

"Affiliate" has the meaning specified in the Loan Agreement.

"Collateral" means the First Security Interest Collateral and the Second Security Interest Collateral.

"Easements and Exceptions" means the easement granted by the Sellers to CSX Communications, Inc. or another entity in accordance with Section 6.01 of the Purchase and Sale Agreement, the other exceptions and reservations specified in Sections 1, 6 and 7 of the Purchase and Sale Agreement and the exceptions and reservations specified in the title insurance policy of the Monroe Abstract & Title Corporation delivered to GECC pursuant to Section 3.2(n) of the Loan Agreement.

"Equipment Repair Agreement" has the meaning specified in the Loan Agreement.

"Event of Default" has the meaning assigned to such term in the Loan Agreement.

"First Security Interest Collateral" has the meaning assigned to such term in Section 2(a) hereof.

"First Security Interests" means all the first priority mortgage and first security interests granted and assignments made to GECC in Section 2(a) hereof.

"Leases" means all leases and other agreements, licenses and instruments to which the Company is a party and which affect the use or occupancy of any of the Acquired Rail Assets or other assets or properties of the Company or pursuant to which the Company derives

rights or interests material to the operation and maintenance of a continuous railroad system between the points specified in the Purchase and Sale Agreement, including without limitation the Purchase and Sale Agreement, the Administrative Support Agreement, the Equipment Repair Agreement, the Power Swap Agreement, the Trackage Rights Agreement and all Material Leases, and all rights thereunder, including (i) all rights, claims, powers, privileges and remedies of the Company, whether provided for in the Leases or arising by statute or at law or in equity or otherwise, consequent on any failure on the part of any tenant or other obligor to perform or comply with any term of the Leases; (ii) all rights to take any and all actions upon the occurrence of a default under the Leases as shall be permitted by the Leases or by law, including, without limitation, the commencement, conduct and consummation of proceedings at law or in equity; and (iii) the right, power and authority in the name of the Company or otherwise, to enforce, collect, receive and receipt for any and all of the foregoing and the Rents and to do any and all other acts and things whatsoever which the Company is or may be entitled to do under the Leases, subject to the terms and conditions hereof.

"Liens" has the meaning assigned to such term in the Loan Agreement.

"Loan Documents" has the meaning specified in the Loan Agreement.

"Material Leases" has the meaning specified in the Loan Agreement.

"Obligations" means the obligation to pay principal of and premium and interest on the Note according to its tenor, purport and effect and to perform all other obligations under the Loan Agreement, the Note and this Mortgage, in each case, as the same may be amended, modified or supplemented, including without limitation the obligations to perform and observe all covenants and conditions therein and herein contained and to pay all expenses and disbursements of GECC and its agents and attorneys incurred in connection with the exercise of any right or remedy under the Loan Agreement or this Mortgage.

"Permitted Encumbrances" has the meaning specified in Section 2(c) hereof.

"Person" has the meaning specified in the Loan Agreement.

"Power Swap Agreement" has the meaning specified in the Loan Agreement.

"Rents" means (i) all the rents, issues, earnings, income, tolls, receipts, revenues, profits, products, proceeds, condemnation awards or any other income or payments of any nature in respect of the Leases; (ii) all damages or other amounts payable in the event of any expiration or termination of the Leases pursuant to the terms thereof, by operation of law or otherwise; (iii) any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by the Company under the Leases or otherwise; and (iv) any award in the event of the bankruptcy of any tenant or other obligor under or guarantor of a lease.

"Second Security Interest Collateral" has the meaning assigned to such term in Section 2(b) hereof.

"Second Security Interests" means all the second priority mortgage and security interests granted to GECC in Section 2(b) hereof.

"Security Interests" means the First Security Interests and the Second Security Interests.

"Senior Secured Parties" means those Persons described in Annex III to this Mortgage.

"Trackage Rights Agreement" has the meaning specified in the Loan Agreement.

Section 2. Security Interests in the Collateral.

(a) To secure the due and punctual payment in full of the Obligations, the Company does hereby grant, convey, deliver, mortgage, assign, transfer and set over unto GECC and any other Person or Persons who shall from time to time be entitled to the benefit of the Obligations, including any holder of the Note, a first priority mortgage on and first security interest in and assignment of (the "First Security Interests") all the Company's estate, right, title and interest in, to or in respect of the following property and assets, including the Leases and Rents pursuant to subsection (iv) below (collectively, the "First Security Interest Collateral"), provided, however, that the First

Security Interest Collateral shall not include any Second Security Interest Collateral as described in Section 2(b) hereof:

(i) the Acquired Rail Assets and any and all property and rights of every kind and description acquired or to be acquired by the Company from the Sellers under the Purchase and Sale Agreement, including the lines of railroad and other properties and rights included among the Acquired Rail Assets, as described in Annex I to this Mortgage;

(ii) any and all property and rights, of every kind and description, owned, acquired or to be acquired by the Company on the date of the execution and delivery of this Mortgage, or thereafter acquired by it, or held or acquired for use or used upon or in connection with, or appertaining to, any of the lines of railroad or other property which, or any right, title or interest in which, shall at any time be subject to this Mortgage, including, without limitation, the property and rights of the Company described in Annex II to this Mortgage and:

(A) any and all lands, rights of way, roadbeds, station and depot grounds, all inclines, tunnels, culverts, spurs, tracks, turnouts, switches, sidings and turntables, all superstructures, bridges, stringers, ties, rails, frogs, chairs, bolts, tie plates, splices, signals and signal apparatus, interlocking devices and other railroad appurtenances, all telegraph, telephone and electric power transmission lines, including all wires, cables, poles, batteries, conduits, ducts, viaducts, cross overs, anchors, subways, power plants, turbines, flumes, pipes, generators, motors, switchboards and other instruments, all stations or facilities for wireless communication and signalling, all depots, roundhouses, terminals and terminal property and facilities, all station houses, office buildings, warehouses, elevators, freight houses, engine houses, car houses, repair shops, tower houses, yard buildings, water stations, water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, machine shops and other structures, all engines, tenders, cars, buses, trucks and other rolling stock and equipment (and equity therein), all walls, fences, wharves, docks, piers and landings,

steamers and steamships, ferries, boats, barges, tugs and other floating equipment, all machinery, tools, implements and other railroad appliances, apparatus and facilities, materials and supplies, and all other physical property held or acquired for use or used upon or in connection with, or appertaining to, any of said lines of railroad or other properties;

(B) any and all corporate rights, privileges, immunities and franchises, powers, licenses, easements, rights-of-way, leases of lines of railroad or other property, leasehold rights, trackage, terminal, running and traffic rights, interests, including oil, gas and other mineral interests and rights, benefits, advantages, privileges, contracts and general intangibles (as that term is used in the Uniform Commercial Code as in effect in New York), and all other agreements, appurtenances and rights, and all renewals and extensions thereof, and any and all warranties and other rights the Company may have against dealers, manufacturers, contractors or subcontractors, the right to compel performance of the terms of any of the foregoing and all rights to exercise any election or option or to make any decision or determination or to give any notice, consent, waiver or approval thereunder or in respect thereof or any part thereof as well as all rights, powers and remedies of the Company arising thereunder or by statute or at law or in equity, or otherwise arising out of any default or breach thereof, all as though GECC were named therein instead of the Company;

(C) any and all goods, inventory, equipment, machinery, tools, materials, supplies and all other tangible personal property now owned or hereafter acquired by the Company, including without limitation all such property which is attached to, located on or used in connection with any of said lines of railroad or other property;

(D) any and all accounts (as that term is used in the Uniform Commercial Code as in effect in New York) and other rights to receive the payment of money, including without limitation receivables, rights to receive the payment of money under present or future contracts or

agreements (whether or not earned by performance) and all chattel paper (as that term is used in the Uniform Commercial Code as in effect in New York);

(E) any proceeds of and any unearned premiums on any insurance policies now or hereafter covering any part of the First Security Interest Collateral, including the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof;

(F) any awards or payments, including interest thereon, which may be made with respect to any part of the First Security Interest Collateral, whether in connection with the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right) or in connection with any other injury to or decrease in value of any part of the First Security Interest Collateral;

(G) any and all proceeds or other payments of any kind received by the Company as the result of the sale, lease or other disposition of the First Security Interest Collateral or any part thereof;

(H) all other property, assets and things of value of every kind and nature, tangible or intangible, absolute or contingent, legal or equitable, which the Company may be possessed of or entitled to; and

(I) the right, in the name of the Company, to appear in and defend any action or proceeding brought with respect to the First Security Interest Collateral and to commence any action or proceeding to protect the interest of the Company in the First Security Interest Collateral;

(iii) any and all additions, improvements and betterments to or upon or in connection with any and all lines of railroad, premises and property which, or any estate, right or title to or interest in which, shall at any time be subject to this Mortgage, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in equity as in law, of the Company of, in and to such lines of railroad, premises and property and every part and parcel thereof and of, in and to the appurtenances and

franchises appertaining or hereafter to appertain thereto;

(iv) all Leases and the right to receive and apply all the Rents;

(v) any and all other property of every kind and description, including money, shares of stock, notes, bonds, deposits and other obligations, whether owned by the Company at the date of the execution and delivery of this Mortgage or hereafter acquired by it; and

(vi) any and all property of every kind and description, including money, shares of stock, notes, bonds, deposits and other obligations, which from time to time after the date of the execution and delivery of this Mortgage by delivery or by writing of any kind shall have been Mortgaged by the Company, or by anyone on its behalf, to GECC (who is hereby authorized to receive at any and all times any property as and for additional security for the payment, performance and observance of the Obligations and to hold and apply any and all such property subject to the terms hereof).

TO HAVE AND TO HOLD the foregoing First Security Interest Collateral hereby conveyed and assigned, or intended to be conveyed or assigned, unto GECC, its successors and assigns forever.

(b) To secure the due and punctual payment in full of the Obligations, the Company does hereby grant, convey, deliver mortgage, assign, transfer and set over unto GECC and any other Person or Persons who shall from time to time be entitled to the benefit of the Obligations, including any holder of the Note, a second priority mortgage on and second security interest in (the "Second Security Interest") all the Company's estate, right, title and interest in, to or in respect of the following property and assets (the "Second Security Interest Collateral"):

(i) any and all equipment, machinery, tools and other tangible personal property subject to a lien in favor of a Senior Secured Party to secure the Company's obligations in respect of the Equipment Financing Indebtedness, as defined in the Loan Agreement;

(ii) any and all inventory and receivables subject to a lien in favor of a Senior Secured Party to secure

the Company's obligations in respect of the Working Capital Indebtedness, as defined in the Loan Agreement;

(iii) any and all locomotives contributed to the Company by GWI as a capital contribution and subject to a lien in favor of a Senior Secured Party to secure obligations under the financing agreements relating to such locomotives;*

(iv) any proceeds of and any unearned premiums on any insurance policies now or hereafter covering any part of the Second Security Interest Collateral, including the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof;

(v) any awards or payments, including interest thereon, which may be made with respect to any part of the Second Security Interest Collateral, whether in connection with the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right) or in connection with any other injury to or decrease in value of any part of the Second Security Interest Collateral;

(vi) any and all proceeds or other payments of any kind received by the Company as the result of the sale, lease or other disposition of the Second Security Interest Collateral or any part thereof; and

(vii) the right, in the name of the Company, to appear in and defend any action or proceeding brought with respect to the Second Security Interest Collateral and to commence any action or proceeding to protect the interest of the Company in the Second Security Interest Collateral;

TO HAVE AND TO HOLD the foregoing Second Security Interest Collateral hereby conveyed and assigned, or intended to be conveyed or assigned, unto GECC, its successors and assigns forever.

(c) The foregoing grants of Security Interests are subject to the Easements and Exceptions. The foregoing grants of Security Interests are also subject, as to the Second Security Interest Collateral, to the Liens in favor of the Senior Secured Parties as described in Annex III to this Mortgage, and subject, as to all Collateral, to any Liens described in Annex IV to this Mortgage, in each case

*including those shown on Annex VI to this Mortgage

to the extent, but only to the extent, that in law any such Lien shall constitute a valid Lien against any part of the Collateral prior to the lien of this Mortgage (all such Easements and Exceptions and all such Liens described in Annexes III and IV to this Mortgage being hereinafter collectively called the "Permitted Encumbrances"); provided, however, that GECC upon the happening of any Event of Default shall have and may exercise any and all rights of the Company to terminate any such Permitted Encumbrance.

Section 3. Certain Representations and Covenants.

(a) Further Assurances. Subject to the rights of the Senior Secured Parties and the beneficiaries of all Easements and Exceptions, all Collateral by this Mortgage covenanted to be Mortgaged, and any Collateral at any time acquired by the Company and required by this Mortgage to be Mortgaged shall, immediately upon the acquisition thereof by the Company and without any further act, become and be subject to the lien of this Mortgage as fully and completely as though now owned by the Company and specifically described in Section 2 hereof; but, at any and all times, the Company will make and deliver any and all such further assurances or conveyances or assignments thereof as GECC may reasonably require, for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage; and the Company will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers and assurances as shall be necessary or reasonably requested by GECC for such purpose.

(b) Title to Collateral; Liens. The Company represents, warrants, covenants and agrees that, after giving effect to the transactions contemplated by the Purchase and Sale Agreement and the Loan Agreement and subject to the provisions of the Purchase and Sale Agreement, it is lawfully seized and possessed of said Collateral herein Mortgaged, including good and marketable title to all Collateral consisting of the real property portions as described in the policy of title insurance of Monroe Abstract & Title Corporation delivered to GECC pursuant to Section 3.2(n) of the Loan Agreement, except parcels described in paragraphs 34A and 34B of such policy, and insurable title to those parcels described in paragraph 34(A) and 34(B) of such policy, and good title to all Collateral which is personal property, that it has a good right to Mortgage such Collateral, and that such Collateral is free from all Liens except Permitted Encumbrances. The

foregoing is subject to the limitation that in the case of railroad transportation contracts and other contracts listed on Exhibit 6 to the Purchase and Sale Agreement, the Company shall use its best efforts to make such contracts assignable to GECC or other holder of the Note (as defined in the Loan Agreement) and to obtain consents or acknowledgments from the shippers or other parties under such contracts that such contracts are so assignable, and the Company shall promptly notify GECC with respect thereto. Subject to the previous two sentences, the Company at its expense will at all times preserve, warrant and defend its title and right in and to the Collateral and the Security Interests against the claims and demands of all Persons and will maintain and preserve the Security Interests as long as the Obligations are outstanding.

Except for Permitted Encumbrances, the Company will not create or suffer to exist any Lien which would be prior to or on a parity with the lien of this Mortgage upon the Collateral, or any part thereof, or upon the income thereof. The Company will pay or cause to be discharged, or will make adequate provision to satisfy and discharge, promptly and in any case prior to the due date thereof, all lawful claims and demands of mechanics, laborers and others which, if unpaid, might by law be entitled to a lien or charge upon the Collateral or some part thereof, or the income thereof; provided that the Company shall not be required to pay any such claim or demand as long as the same shall be permitted to remain unpaid under Section 6.2 of the Loan Agreement.

(c) Maintenance of Collateral; Insurance. The Company will at all times (i) diligently preserve all the rights and franchises to it granted and upon it conferred, (ii) maintain, preserve and keep the rolling stock, fixtures, appurtenances and other Collateral subject to this Mortgage in good repair, working order and condition, (iii) keep the railroads, premises and other Collateral subject to this Mortgage supplied with all necessary motive power, rolling stock and equipment and (iv) make all needful repairs, renewals and replacements, alterations, additions, betterments and improvements in view of the level of traffic and service, subject to Section 6.17 of the Loan Agreement. The Company will at all times preserve its corporate existence. The Company will maintain or cause to be maintained insurance with respect to the Collateral and its business in accordance with the provisions of Section 5.4 of the Loan Agreement.

(d) Recording of Mortgage. The Company, at its own cost and expense, will cause this Mortgage, and will execute and cause all mortgages, amendments and instruments supplemental hereto and all financing statements and other documents, to be recorded and filed and to be kept recorded and filed in such manner, at such times and in such places as may be required by law or necessary or advisable or reasonably requested by GECC in order fully to establish, preserve, protect and perfect the Security Interests and the rights of GECC and all other Persons entitled to the benefit of the Obligations.

Section 4. Remedies and Other Rights.

(a) Remedies. If there shall occur and be continuing an Event of Default, then and in each and every such case, subject to the rights of the Senior Secured Parties and the beneficiaries of the Easements and Exceptions, GECC or its agents or attorneys, may, at the expense of the Company and the Collateral, at any time and from time to time:

(i) enter into and upon all or any part of the Collateral, including the railroads, rolling stock, property and premises, lands, rights, interest and franchises hereby Mortgaged or intended so to be, and each and every part thereof, take possession thereof by force, summary proceedings, ejectment or otherwise, and exclude the Company and all other Persons (subject to the rights of such Persons) therefrom; use, operate, manage and control all or any part of the Collateral, regulate the tolls for the transportation of passengers and freight thereon, and conduct the business thereof; by purchase, repairs or construction, maintain and restore, and insure or keep insured, all or any part of the Collateral and any property used in connection with all or any part of the Collateral, lease or otherwise deal with or convert all or any part of the Collateral to any other use which GECC shall in its sole discretion determine; make all necessary, useful or proper repairs, renewals, replacements, alterations, additions, betterments and improvements, as GECC may in its sole discretion determine; manage the Collateral and carry on the business, enter into agreements, and exercise all rights and powers of the Company, either in the name of the Company or otherwise, as GECC shall in its sole discretion determine; and collect and receive all tolls, earnings, income, rents, issues,

profits and proceeds of the same and every part thereof; or

(ii) foreclose upon, sell, assign, transfer and deliver, subject to any or all then existing Liens thereon, all or any portion of the Collateral, including all the rights, title, estates, railroads, equipment, inventory, receivables, franchises, leases, leasehold interests, contracts and appurtenances, stocks and bonds, and all other property of every name and nature, and all or any estate, right, title and interest, claim and demand therein, and right of redemption thereof, at any private sale or public auction with or without demand, advertisement or notice (except as may be required by applicable law) of the date, time and place of sale and any adjournment thereof, for cash or credit or other property, for immediate or future delivery and for such price or prices and on such terms as GECC, in its sole discretion, may determine, or as may be required by applicable law; or

(iii) proceed to protect and to enforce its rights by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein or in the Loan Agreement or the Note, or in aid of the execution of any power herein or therein granted, or for the foreclosure of this Mortgage, or for the enforcement of any other appropriate legal or equitable remedy, as GECC shall deem effectual to protect and enforce any of its rights or duties under this Mortgage; or

(iv) exercise any rights or remedies given to secured parties under the Uniform Commercial Code as in effect in New York or exercise a power of sale or any other right given to mortgagees under applicable law; the Company agrees that 15 days' prior written notice of the time and place of any public sale or the time after which a private sale of all or any portion of the Collateral may be made is reasonable for all purposes of the Uniform Commercial Code as in effect in New York; or

(v) exercise any remedies available under the Loan Agreement or the Note or any other Loan Document; or

(vi) any combination of the foregoing.

GECC may foreclose the lien of this Mortgage against the Collateral in one proceeding or against portions of the Collateral in a series of separate proceedings.

(b) Power to Convey Title. Upon any conveyance, assignment or transfer under this Mortgage, GECC shall have the power to execute and deliver to the accepted purchaser or purchasers a good and sufficient deed or deeds and other instruments conveying, assigning and transferring the Collateral sold. GECC hereby is irrevocably appointed the true and lawful attorneys of the Company, in its name and stead, to make all such conveyances, assignments and transfers of the Collateral; and, for that purpose, GECC may execute all requisite deeds and instruments of conveyance, assignment and transfer, and may substitute one or more Persons with like power, the Company hereby ratifying and confirming all that its said attorneys or such substitute or substitutes shall lawfully do by virtue hereof which is in conformity with this Mortgage, the other Loan Documents and applicable law to the extent not waived hereunder. Nevertheless, the Company shall, if so requested by GECC, promptly ratify and confirm any conveyance, assignment or transfer by executing and delivering to GECC or to such purchaser or purchasers all such instruments as may be requested by GECC. In addition, the Company shall, if so requested by GECC, promptly execute and deliver to GECC such deeds, instruments of assignment and other documents as GECC may deem necessary or appropriate to enable GECC or any agent or representative designated by GECC to obtain possession of all or any portion or portions of the Collateral or to enjoy the benefits of any other right or remedy hereunder, subject to the terms of this Mortgage and subject to the rights of other Persons.

(c) Effect of Sale. Any conveyance, assignment or transfer made under or by virtue of this Mortgage, whether under the power of sale herein granted and conferred or under or by virtue of judicial proceedings, shall operate to divest all estate, right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company of, in and to the Collateral so conveyed, assigned or transferred, and shall be a perpetual bar, both at law and in equity, against the Company, its successors and assigns, and against any and all persons claiming or to claim the Collateral conveyed, assigned or transferred, from, through or under the Company, its successors or assigns.

(d) Purchaser Discharged. The receipt of GECC for the consideration paid at any such conveyance, assignment or transfer shall be a sufficient discharge therefor to any purchaser of the Collateral; and no such purchaser or his representatives, grantees or assigns, after paying such consideration and receiving such receipt, shall be bound to see to the application of such consideration or any part thereof upon or for any trust or purpose of this Mortgage, or in any manner whatsoever be answerable for any loss, misapplication or nonapplication of any such consideration or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

(e) Application of Proceeds. The proceeds of any exercise of remedies hereunder, whether made under the right of entry or the power of sale herein granted or pursuant to judicial proceedings or otherwise, together with any other sums which then may be held by GECC under any of the provisions of this Mortgage, shall be applied as follows, subject to the rights of the Senior Secured Parties and the beneficiaries of the Easements and Exceptions:

(i) to the payment of the costs and expenses of GECC, its agents, attorneys and counsel, and of all expenses, liabilities and advances made or incurred by GECC in managing and maintaining the Collateral or the collateral under any other Loan Document, the costs and expenses of effecting any conveyance, assignment or transfer hereunder or exercising any right or remedy hereunder or otherwise and to the payment of all taxes, assessments or other Liens, except Liens subject to which any Collateral shall have been sold;

(ii) to the payment of interest on the Note;

(iii) to the payment of principal on the Note;

(iv) to the payment of any and all other Obligations at the time due and owing to the Persons entitled thereto;

(v) to the payment of the surplus, if any, to the Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

(f) Waiver of Rights. The Company agrees, to the fullest extent allowed by applicable law, that it will not

at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any stay or extension law, now or at any time hereafter in force; nor will it claim, take or insist upon any benefit or advantage from any law now or hereafter in force providing for the valuation or appraisal of the Collateral, or any part thereof, prior to any disposition thereof to be made pursuant to any provision herein contained, or to the decree, judgment or order of any court of competent jurisdiction; nor will it insist upon, or be entitled to, the fixing of an upset price upon the Collateral, or any part thereof, in connection with any such sale; nor after any such disposition will it claim or exercise any right under any statute heretofore or hereafter enacted, or otherwise, to redeem the Collateral so sold or any part thereof; and the Company, for itself and all Persons claiming under or through it, hereby expressly waives, to the fullest extent allowed by applicable law, all such rights and all benefit and advantage of any such law or laws, and it covenants and agrees, to the fullest extent allowed by applicable law, that it will not hinder, delay or impede the execution of any power herein granted or delegated to GECC, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted. In exercising its right to take possession of the Collateral upon the occurrence of an Event of Default, GECC may enter into or upon any part of the Collateral without being guilty of trespass or any wrongdoing, and without liability for damages thereby occasioned except for its gross negligence or wilful misconduct. In addition, the Company, for itself and all Persons claiming under or through it, to the fullest extent allowed by applicable law, hereby (i) agrees that, if any Collateral proposed to be conveyed, assigned or transferred hereunder should be situated in two or more counties or judicial districts GECC shall have full power in connection with such conveyance, assignment or sale to select in which county or judicial district any or all such Collateral shall be conveyed, assigned or transferred, (ii) waives the provisions of any law heretofore or hereafter enacted in any jurisdiction in which Collateral is located, insofar as such law restricts the right of GECC to offer for sale more than a specified amount of the Collateral, and GECC may offer for sale any or all Collateral at any time regardless of the manner in which it may be described, (iii) waives the provisions of any law heretofore or hereafter enacted in any jurisdiction in which Collateral is located, providing for forfeiture for failure to note of record an assignment of indebtedness secured by mortgages, security interests or assignments, and (iv) waives trial by jury in any action or

proceeding brought by, or any counterclaim asserted by GECC which action, proceeding or counterclaim in any way arises out of or is connected with this Mortgage. All recitals in any instrument of assignment or any other instrument executed by GECC incident to any sale, transfer, assignment, disposition or utilization of the Collateral or any part thereof shall be full proof of the matter stated therein and no other proof shall be required to establish full legal propriety of the sale or other action taken by GECC or of any fact or condition incident thereto, all of which shall be deemed conclusively to have been performed or to have occurred.

(g) Delay Not Waiver. No delay or omission of GECC to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein; and every power and remedy given by this Mortgage may be exercised from time to time, and as often as may be deemed expedient, by GECC.

(h) Abandonment Not Waiver. In case GECC shall have proceeded to enforce any right under this Mortgage by foreclosure, entry or otherwise, and such proceeding shall have been discontinued or abandoned because of waiver or for any other reason, or shall have been determined adversely to GECC, then, and in every such case, the Company and GECC shall severally and respectively be restored to their former positions and rights hereunder in respect of the Collateral, and all rights, remedies and powers of GECC and of the Company shall continue as though no such proceedings had been taken.

(i) Right to Buy at Sale. To the fullest extent allowed by applicable law, GECC or any other Person entitled to the benefit of any Obligation may be a purchaser of the Collateral or any part thereof or any interest therein at any sale thereof, whether pursuant to foreclosure or power of sale or otherwise. GECC may apply against the purchase price therefor the amount then due in respect of the Obligations, and any other Person entitled to the payment of any Obligation may apply against the purchase price therefor the amount thereof then due and owing to such Person, the payment of which this Mortgage by its terms secures, which shall, upon distribution of the net proceeds of such sale, be payable to such Person. GECC or any such Person shall, upon any such purchase, acquire good title to the property so purchased, free of the lien of this Mortgage.

(j) Appointment of Receiver. GECC shall, as a matter of right, be entitled to the appointment of a receiver (who may be GECC or any successor or nominee thereof) for all or any part of the Collateral, whether such receivership be incidental to a proposed sale of Collateral or the taking of possession thereof or otherwise, and the Company hereby consents to the appointment of such a receiver and will not oppose any such appointment. Any receiver appointed for all or any part of the Collateral shall be entitled to exercise all the rights and powers with respect to the Collateral to the extent instructed to do so by GECC.

(k) Right of GECC To Perform the Company's Covenants. If the Company shall fail to make any payment or perform any act required to be made or performed hereunder or under any other Loan Document, GECC, upon notice to the Company and expiration of any applicable grace period (except in cases of emergency that threaten bodily injury or material damage to property, in which case GECC will allow such notice and grace period, if any, as is reasonable in the circumstances), but without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the Company, and, to the extent permitted by applicable law, may enter into and upon the Collateral for such purpose and take all such action thereon as, in GECC's opinion, may be necessary or appropriate therefor, subject to the rights of other Persons under the Leases or otherwise. All sums so paid by GECC and all reasonable costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon at the rate specified in Section 2.4 of the Loan Agreement from the date of payment or incurring until paid, shall constitute additional indebtedness secured by this Mortgage and shall be paid by the Company to GECC upon demand therefor.

(l) Remedies Cumulative. Each right, power and remedy of GECC provided for in this Mortgage or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage or now or hereafter existing at law or in equity or by statute (including, without limitation, the Uniform Commercial Code as in effect in New York) or otherwise, and the exercise or beginning of the exercise by GECC of any one or more of the rights, powers or remedies provided for in this Mortgage or now or hereafter existing at

law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by GECC of any or all of such other rights, powers or remedies.

(m) Limitations on Remedies and Other Rights; Liability for Exercise of Remedies and Other Rights. Notwithstanding any provision of this Mortgage, the remedies and other rights specified hereunder are subject to the rights of the Senior Secured Parties and the beneficiaries of the Easements and Exceptions. GECC shall be under no liability for or by reason of any taking of possession, entry, renewal or holding, operation or management of Collateral or exercise of any other remedy or right hereunder, except for its gross negligence or wilful misconduct and except that any proceeds so received by GECC shall be applied in accordance with Section 4(e) hereof.

Section 5. Releases of Collateral.

(a) Collateral Surplus to the Needs of the Company. From time to time, the Company, subject to the conditions and limitations prescribed in this Section 5, and not otherwise, may request permission to sell, and GECC, upon delivery to GECC of the resolutions, opinion and certificates required by Section 5(f), shall consent to the release from the Lien of this Mortgage, such consent not to be unreasonably withheld, of any Collateral which GECC shall determine to be no longer necessary or expedient or advantageous for the Company to retain for the operation, maintenance or use of the lines of railroad then subject to this Mortgage, or for use in the business of the Company. The proceeds obtained from the sale of Collateral released pursuant to this Section 5(a) shall be applied to the rehabilitation program described in Annex V until the Company shall have spent a total of \$600,000 on such rehabilitation.

(b) Joint Depot and Terminal Facilities. From time to time, the Company, subject to the conditions and limitations prescribed in this Section 5, and not otherwise, may, for the purpose of providing joint depot and terminal facilities with other railroads, request permission to sell parts of its tracks or other property, or grant trackage rights over such tracks, or make other arrangements, to or with any terminal company or union depot company or other railroad company with which it may enter into arrangements for such joint depot and terminal facilities, provided that (a) in the opinion of GECC, the Company is not thereby prevented from maintaining and operating a continuous

railroad system as theretofore operated, (b) the Company secures and pledges or assigns under this Mortgage contracts giving it the right to use such joint depot or terminal facilities upon terms that are consistent with good business practices and that are substantially equal with respect to Affiliates of the Company and (c) in the opinion of GECC, the value of the property sold or the rights parted with and the value of the rights, moneys and property obtained shall be consistent with good business practice and shall be commensurate as to Affiliates; and GECC, upon the delivery to GECC of the resolutions, opinion and certificates required by Section 5(f), may release the property so sold.

(c) Removed or Abandoned Property. GECC may, from time to time, release from the Lien of this Mortgage any franchise or portion thereof which is to be or shall have been surrendered by the Company, and any tracks and structures which are to be or shall have been removed or abandoned by it, provided that (a) such surrender of franchise or such removal or abandonment of tracks or structures shall be or shall have been made pursuant to any agreement with a state, municipality or other political division or subdivision of a state, or to legal requirement, and shall have been duly authorized by all public authorities, if any, having jurisdiction in the premises, (b) the Company, as far as may be permitted by law, shall retain all franchises, tracks and structures necessary or proper to entitle it to maintain and operate a continuous railroad system as theretofore operated and (c) in the opinion of GECC, the value of the security afforded by this Mortgage shall not be, in any way, impaired or prejudiced thereby.

(d) Governmental Taking. Should any part of the Collateral be taken by the exercise of the power of eminent domain or should any governmental body or agency, at any time, exercise any right which it might have to purchase any part of the Collateral, GECC may release from the lien of this Mortgage the Collateral so taken or purchased, and shall be protected in doing so upon being furnished with an opinion of counsel satisfactory to GECC to the effect that such Collateral has been taken by exercise of the power of eminent domain or purchase by a governmental body or agency in exercise of a right which it had to purchase the same.

(e) Replacement of Equipment. The Company shall have full power, in its discretion, from time to time in the ordinary course of business, to dispose of any portion of the capitalized equipment, machinery, apparatus, implements and other portable personal property at any time held

subject to the lien hereof, which may have become obsolete or otherwise unfit for use in connection with the other Collateral, first or simultaneously replacing the same by new equipment, machinery, apparatus, implements or other portable personal property of at least equal value, which shall become subject to the lien of this Mortgage, unless such replacement is not necessary or appropriate for the continued operation of the Company's business; provided, however, that the Company shall not have the power to dispose of property pursuant to this Section 5(e) in any fiscal year with an aggregate book value in excess of \$50,000, without the consent of GECC.

(f) Resolutions, Certificates and Opinions. GECC shall not release Collateral from the Lien of this Mortgage pursuant to Section 5(a) or 5(b) unless, in addition to satisfaction of the conditions to such release therein described, GECC shall have received:

(i) a copy of a resolution of the Board of Directors of the Company, certified by its Secretary, requesting such release and describing the Collateral so to be released;

(ii) a certificate signed by the President and by the Chief Financial Officer of the Company setting forth:

(A) a description of the Collateral the release of which is requested;

(B) the selling price of such Collateral and a description of, and the cost and fair value to the Company of, any consideration (other than cash) to be received in exchange therefor;

(C) that, consistent with the requirements of Sections 5(a) and 5(b), the fair value of such Collateral is not greater than the fair value of the consideration to be received therefor; and

(D) such matters as may be reasonably required by GECC in order to show that the release of such Collateral is authorized under the provisions and restrictions of this Section 5;

(iii) any instruments necessary or appropriate or requested by GECC to subject to the lien of this

Mortgage the consideration for the Collateral so to be released;

(iv) if requested by GECC, in case the release of Collateral is requested which is valued by GECC or by the President and Chief Financial Officer of the Company at \$50,000 or more, a certificate of an independent engineer selected by the Company and satisfactory to GECC setting forth that the fair value of the Collateral to be released is not greater than the consideration to be received therefor;

(v) an opinion of counsel satisfactory to GECC:

(A) in case the consideration for the Collateral to be released, or any part thereof, consists of property other than cash, specifying the mortgages, deeds, conveyances, assignments, transfers and instruments of further assurance which will be sufficient to subject to the lien of this Mortgage such other property or stating that such other property is then subject to the lien of this Mortgage and that no such mortgage, deed, conveyance, assignment, transfer or instrument of further assurance is necessary for such purpose; and

(B) in case the consideration for the Collateral to be released, or any part thereof, consists of property other than cash, stating that the Company has acquired good title thereto (or good title subject only to such Liens as do not, in the opinion of such counsel, impair the use of such property by the Company), and that the same and every part thereof is free and clear of all Liens prior to or on a parity with the lien of this Mortgage, except taxes (remaining payable without penalty), and stating also that the Company has lawful power to acquire, own and use such other property or rights in its business.

The resolutions, opinions and certificates so to be furnished to GECC may be received by GECC as conclusive evidence of any of the facts, or of the continuance of any condition, or of anything by this Section 5 required to be established or shown in order to authorize the action sought in respect of any Collateral forming the subject of such resolutions and certificates, and shall be full warrant to GECC for any action taken on the basis thereof; but GECC, in

its discretion, may require at the cost and expense of the Company such reasonable further and additional evidence as GECC may deem desirable.

Section 6. Leases and Rents. (a) Assignment. The assignment of Leases and Rents contained in Section 2(a)(iv) hereof shall be fully operative without any further action on the part of the Company or GECC and shall entitle GECC to all Rents whether or not GECC takes possession of any of the Collateral. The Company hereby further grants to GECC the right (i) to enter upon and take possession of any of the Collateral for the purpose of collecting the Rents, (ii) to dispossess by the usual summary proceedings any tenant or other obligor defaulting in the payment thereof to GECC, (iii) to let the Collateral or any part thereof, and (iv) to apply the Rents, after payment of all necessary charges and expenses, toward payment of the indebtedness in such priority and proportions as GECC, in its discretion, shall deem proper, or to the operation, maintenance and repair of the Collateral, in each case whether or not sale or foreclosure has been instituted. Such assignment and grant shall continue in effect until the Note has been fully paid and shall be cumulative of all other rights and remedies available to GECC under this Mortgage or otherwise. The foregoing provisions shall constitute an absolute and present assignment of the Leases and Rents to GECC, subject, however, to the conditional permission given to the Company to collect the Rents until the occurrence of an Event of Default. Rents collected by the Company, or a portion of such Rents sufficient to discharge all current sums due on the Note, shall be held by the Company in trust for use in payment of the Note. The Company shall not, without the consent of GECC, (i) cancel any Material Lease or material trackage rights agreement, except where the lessee or other obligor is in default thereunder, unless a new such Lease or agreement is entered into on terms at least as favorable to the Company as the Lease or agreement so canceled, (ii) materially change, amend or supplement any Material Lease or material trackage rights agreement or (iii) further assign the whole or any part of the Rents unless such assignment is expressly subject and subordinate to the rights of GECC hereunder. If the consent of GECC is required hereunder, (a) a certificate of the President and Chief Financial Officer of the Company shall have been furnished to GECC stating that such action in their opinion is advantageous to the Company, does not impair the security afforded by this Mortgage and does not operate to prevent the Company from maintaining and operating a continuous railroad system as theretofore operated,

(b) a copy of a resolution of the Board of Directors of the Company approving such action, if such approval is necessary, shall also have been delivered to GECC and (c) GECC shall have consented in writing within 15 days' after receipt of notice from the Company. If GECC objects, GECC shall set forth the basis of its objection to the Company. The Company shall (a) materially fulfill or perform each and every material provision of the Leases on the part of the Company to be fulfilled or performed, (b) promptly send copies of all notices of default which the Company shall send or receive under the Material Leases or material trackage rights agreements to GECC, and (c) enforce, short of termination of the Material Leases, the performance or observance of the provisions thereof by the lessees or other obligors thereunder. Nothing contained in this paragraph shall be construed as imposing on GECC any of the obligations of any party under the Leases. The Company shall obtain all consents and approvals, if any, necessary to the effective assignment of the Material Leases and Rents in respect of such Leases in accordance with the terms hereof. This Section 6(a) is subject to the limitation that in the case of railroad transportation contracts and other agreements specified on Exhibit 6 to the Purchase and Sale Agreement, the Company shall use its best efforts to assign such contracts to GECC and to obtain any necessary consents and acknowledgments from the shippers or other parties under such contracts and the Company shall promptly notify GECC with respect thereto.

(b) Section 291-f. The Company will, to the extent required by law, cause the lessee under each Lease to be duly notified in writing pursuant to Section 291-f of the New York Real Property Law (unless the substance and effect of such notice shall be contained in such Lease) of the subjection of the owner's interest, as lessor, in and to such Lease to the Lien of this Mortgage and of the name and address of GECC. Each such notice shall specifically refer to said Section 291-f, shall state that the lease of such lessee is a Lease as herein defined and shall be accompanied by a copy of the relevant provisions of this Mortgage. If this Mortgage is assigned by GECC or the address of GECC shall at any time be changed, the Company will, to the extent required by law, cause each lessee under each Lease to be promptly notified in writing of the name and address of such assignee or successor or the new address of GECC, as the case may be. The Company will request each lessee under each Lease to whom any notice is sent pursuant to this Section to acknowledge receipt of such notice. The Company will promptly deliver to GECC a copy of each such

acknowledgment of receipt which it is able to obtain. GECC shall not be responsible for securing or causing the Company to secure any such acknowledgment.

(c) Amendment. The Company may amend or modify the provisions of any Lease without the consent of GECC only if such amendment shall not reduce the Rent payable or space demised thereunder or alter the term thereof or have an adverse effect upon the value of the Company's interest thereunder, and if such Lease, as amended, shall otherwise be in compliance with the requirements of this Mortgage.

(d) Prepayments of Rent. The Company agrees that it will not receive or collect, or permit the receipt or collection of, any payment of Rent under any Lease more than one month in advance of the respective period in respect of which it is to accrue, except that (i) in connection with the execution and delivery of any Lease or of any amendment to any Lease, Rent thereunder may be collected and received in advance in an amount not in excess of one month's rent and/or a reasonable security deposit may be required thereunder (provided that such deposits are maintained in accordance with applicable law) and (ii) the Company may receive and collect escalation and other charges in accordance with the terms of each Lease.

(e) Future Leases. The Company agrees that it will not enter into any Material Lease after the date hereof that does not contain terms to the effect that such Lease and the rights of the tenants or other Persons thereunder shall be subject to this Mortgage. In addition, the Company agrees to use its best efforts to provide that any Material Lease as to which the Company is lessor entered into after the date hereof will contain terms to the effect as follows:

(i) in the case of any foreclosure hereunder, the rights and remedies of the tenant or other Person in respect of any obligations of any successor landlord thereunder shall be nonrecourse as to any assets of such successor landlord other than its interest in the Collateral;

(ii) any mortgagee or purchaser upon the foreclosure (or the giving or granting of a deed in lieu thereof) of any of the Collateral which shall succeed to the rights of the landlord under the Lease shall not be (x) liable for any previous act or omission of landlord, (y) subject to any offset which shall have theretofore accrued to the tenant against landlord or

(z) bound by any prepayment of more than one month's installment of base rent; and

(iii) the tenant agrees to attorn, at the option of GECC or the purchaser of the Collateral, upon a foreclosure (or the giving or granting of a deed in lieu thereof).

(f) Events of Default. The Company hereby irrevocably authorizes and directs each tenant or other Person under a Lease, upon receipt of notice from GECC that an Event of Default has occurred, to pay directly to, or as directed by, GECC all Rent accruing or due under its Lease from and after the receipt of such notice. The Company agrees that any tenant or other Person shall have the right to rely upon the notice from GECC, and shall pay such Rent to or as directed by the Company without any obligation to inquire into the actual existence of any Event of Default claimed by GECC, and notwithstanding any notice from or contrary claim by the Company, and the Company shall have no right or claim against such tenants or other Person for any Rent so paid to GECC. Such Rent shall continue to be paid to GECC unless and until the Event of Default which gave rise to the termination of the Company's conditional permission to collect the Rents under subsection (a) of this Section 6 is cured to the satisfaction of GECC, so long as the Note shall not then be due and payable, whether at maturity, by declaration or acceleration or otherwise. Following an Event of Default, GECC shall enjoy all the benefits of and be entitled (but shall not be obligated) to exercise all rights under the Leases, including but not limited to rights of amendment and termination. In the event any such Event of Default is cured as aforesaid, GECC shall direct each tenant or other Person by written notice to resume the payment of all Rent accruing or due under its Lease directly to the Company from and after such tenant's or other Person's receipt of such notice from GECC.

(g) Enforcement of Leases. The Company at its expense will enforce the Leases in accordance with their terms. Neither this Mortgage nor any action or inaction on the part of GECC shall release any tenant or other Person or the Company from any of their respective obligations under the Leases or constitute an assumption of any such obligation on the part of GECC. No action or failure to act on the part of the Company shall adversely affect or limit the rights of GECC under this Mortgage, or through this Mortgage, under the Leases.

(h) Further Assurances. During the term hereof, all rights, powers and privileges of GECC herein set forth are coupled with an interest and irrevocable, subject to the terms and conditions hereof, and the Company will not take any action under the Leases or otherwise which is inconsistent with this Mortgage or any of the terms hereof. The Company will, from time to time, upon request of GECC, execute all instruments and further assurances and all supplemental instruments and take all such action as GECC from time to time may reasonably request in order to perfect, preserve and protect the interests being assigned to GECC hereby. The Company hereby agrees that it will not, unilaterally or by agreement, subordinate, amend, modify, extend, discharge, terminate, surrender, waive or otherwise change any term of any of the Leases in any manner which would violate this Mortgage. If the Leases shall be amended as permitted hereby, they shall continue to be subject to the provisions hereof without the necessity of any further act by any of the parties hereto.

(i) No Obligations. Nothing contained herein shall operate or be construed to (A) obligate GECC to perform any of the terms, covenants or conditions contained in the Leases or otherwise to impose any obligation upon GECC with respect to the Leases (including, without limitation, any obligation arising out of any covenant of quiet enjoyment contained in the Leases in the event that any tenant or other Person shall have been joined as a party defendant in any action by which the estate or interest of such tenant or other Person shall be terminated), or (B) place upon GECC any responsibility for the operation, control, care, management or repair of the Collateral.

Section 7. Miscellaneous.

(a) Real Property Transfer Gains Tax. (i) The Company shall (A) pay when due any tax imposed upon it pursuant to the provisions of Article 31-B of the Tax Law of the State of New York in connection with the foreclosure or partial foreclosure of this Mortgage, the acceptance by GECC (or a nominee of GECC) of a deed or assignment to any part of the Collateral, in lieu of foreclosure, or partial foreclosure, of this Mortgage or the exercise by GECC of any remedy set forth herein (the "Gains Tax"), and (B) prepare, execute and file any Transferor's Form required to be prepared, executed and filed in connection therewith. Should the Company default in the payment of the Gains Tax, GECC may, but shall not be obligated to, pay the same or any part thereof, and the Company shall, on demand, reimburse

GECC for all amounts so paid plus interest thereon at the rate set forth in Section 2.4 of the Loan Agreement. The Company hereby irrevocably appoints GECC as the true and lawful attorney of the Company (coupled with an interest), in its name and stead, to pay the Gains Tax pursuant to the preceding sentence, and, if the Company shall fail to comply with its obligations under clause (B) of the first sentence of this Section 7(a) after having been given a reasonable opportunity to comply therewith, to prepare, execute and file any Transferor's Form or other instruments required to be prepared and filed in connection therewith. The Company shall provide GECC with all information required for completion of such Transferor's Form, including, without limitation, information as to capital improvements made in respect of the Collateral from time to time. The Company hereby provides GECC with a certified statement that its aggregate cost basis in the Collateral as of the date hereof is \$4,500,000. The obligations of the Company pursuant to clause (B) of the first sentence of this Section 7(a) shall survive the foreclosure, or partial foreclosure, of this Mortgage, the acceptance by GECC of a deed or assignment of any part of the Collateral, in lieu of a foreclosure, or partial foreclosure, of this Mortgage, and the exercise by GECC of any remedy set forth herein. In the event the Gains Tax shall be repealed, or shall be amended such that no such tax would be imposed in connection with any of the events described in clause (A) of this Section 7(a), the Company shall thereafter be relieved of its obligations under this Section 7(a).

(b) Stamp and Other Taxes. The Company will pay any United States documentary stamp taxes, with interest and fines and penalties, and any New York (State and City) mortgage recording taxes, with interest and fines and penalties, that may hereafter be levied, imposed or assessed under or upon or by reason of this Mortgage, the Obligations secured thereby or any instrument or transaction affecting or relating to any thereof and in default thereof GECC may advance the same and the amount so advanced shall be payable by the Company to GECC upon demand therefor, together with interest thereon at the rate set forth in Section 2.4 of the Loan Agreement; provided, however, that the Company shall not be obligated under this Section 7(b) to pay any taxes which may arise in connection with the ownership or transfer by GECC of the Obligations or the Note or any interest therein or which may be imposed upon the income of GECC.

(c) Additional Security. Without notice to or consent of the Company and without impairment of the lien

and rights created by this Mortgage, GECC may accept (but the Company shall not be obligated to furnish) from the Company, or from any other Person or Persons, additional security for the Obligations. Neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent GECC from resorting, first, to such additional security, and, second, to the security created by this Mortgage without affecting the Security Interests and GECC's rights under this Mortgage.

(d) Changes in Law Regarding Taxation. In the event of the passage after the date of this Mortgage of any law of the State of New York deducting from the value of real property for the purpose of taxation any lien or encumbrance thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on this Mortgage or the Obligations, GECC may, at its option, upon 60 days' notice, declare the Obligations to be due and payable; provided, however, that GECC shall not make such declaration and this Mortgage shall remain in effect if, notwithstanding said law: (i) (x) the Company may lawfully pay such taxes on behalf of GECC or (y) the Company and GECC may lawfully, and do, enter into an enforceable agreement obligating the Company to pay to GECC an amount equal to any increase in taxation or charges imposed on or incurred by GECC by reason of such change in law (which agreement shall become part of this Mortgage), and (ii) the Company does in fact pay such taxes or such increases in taxation or charges, as applicable.

(e) Expenses of GECC. (i) If any action, suit or other proceeding affecting the Collateral or any part thereof shall be commenced, in which action, suit or proceeding GECC is made a party or participates or in which the right to use the Collateral or any part thereof is threatened, or in which it becomes necessary in the reasonable judgment of GECC to defend or uphold the Security Interests and the other rights of GECC created by this Mortgage, then all reasonable amounts paid or incurred by GECC for the expense of any such action, suit or other proceeding or to protect its rights therein (whether or not it is made or becomes a party thereto) or otherwise to enforce or defend the Security Interests and such rights created by this Mortgage, shall be paid by the Company upon demand together with interest at the rate specified in Section 2.4 of the Loan Agreement from the date of the payment or incurring thereof, and any such amount and the interest thereon shall

be a lien on the Collateral, prior to any right, or right to, interest in, or claim upon the Collateral attaching or accruing subsequent to or otherwise subordinate to the lien of this Mortgage, and the same shall be deemed to be an Obligation secured hereby. All other amounts paid, advanced or incurred by GECC in order to secure and protect the Security Interests or other security and rights provided hereunder shall be a like Lien on the Collateral and be deemed to be part of the Obligations secured hereby.

(ii) In the event this Mortgage or the Note is placed in the hands of counsel for collection of any amount payable hereunder or thereunder or for the enforcement of any of the provisions hereof or thereof, the Company agrees to pay all reasonable costs associated therewith incurred by GECC, either with or without the institution of an action, suit or other proceeding, in addition to all costs, disbursements and allowances provided by law, all such costs to be paid upon demand, together with interest thereon at the rate specified in Section 2.4 of the Loan Agreement from the date of notice or incurring thereof, and the same shall be deemed to be part of the Obligations secured hereby.

(f) Maximum Amount of Principal on the Note. The maximum amount of principal on the Note secured or to be secured by this Mortgage is \$4,500,000.

(g) Security Agreement, etc. (i) Grant of Security. This instrument may be construed as a mortgage, security agreement, assignment, chattel mortgage conveyance, pledge, financing statement, hypothecation or contract, among one or more of them, in order fully to effectuate the lien hereof and the purposes and agreements herein set forth. This Mortgage is a security agreement within the meaning of the Uniform Commercial Code as in effect in New York with respect to all personal property now or hereafter constituting part of the Collateral as to which the creation and perfection of the Security Interests are subject to such Uniform Commercial Code (the "Personal Property"), and is also a mortgage as to those portions of the Collateral that are classified as real property. Any completely executed counterpart of this instrument may be filed as a mortgage on real property or fixtures, or as a security agreement or financing statement or as both. The address of the Company, as debtor, and the address of GECC, as secured party, are shown on the first page of this Mortgage.

(ii) Financing Statements. The Company shall cause all financing and continuation statements and other

instruments with respect to the Personal Property at all times to be kept recorded, filed or registered in such manner and in such places as may be required by law fully to evidence, perfect and secure the interests of GECC in the Personal Property, and shall pay all filing fees in connection therewith. The Company hereby appoints GECC as its attorney-in-fact to perform the obligations of the Company under this Section in the event it fails to do so.

(iii) Multiple Remedies. If an Event of Default shall have occurred, GECC, pursuant to Section 9-501(4) of the Uniform Commercial Code as in effect in the State of New York, as such Section is currently constituted or may be hereafter amended, shall have the option of proceeding as to both real and personal property in accordance with its rights and remedies in respect of the real property, as an alternative to proceeding in accordance with the default provisions of such Uniform Commercial Code.

(h) Expenses of Disposition of Collateral. The Company shall reimburse GECC, within 10 days after demand, for all reasonable expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the Collateral which are incurred or paid by GECC, including, without limitation, all reasonable attorneys' fees, legal expenses and costs, and all such expenses shall be added to the Obligations and shall be secured hereby.

(i) Termination. If all the Obligations shall be paid, performed and discharged in full, GECC shall forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record at the expense of the Company and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and reassignment as may be appropriate, and this Mortgage shall become null and void and all powers and appointments granted herein shall cease and determine. Otherwise, this Mortgage shall remain and continue in full force and effect.

(j) Severability. If any provision hereof is invalid, illegal or unenforceable, the other provisions hereof shall remain in full force and effect and the remaining provisions hereof shall be liberally construed in favor of GECC in order to effectuate the provisions hereof.

(k) Survival. All agreements, representations and warranties made herein shall survive the execution and delivery of this Mortgage.

(l) Notices. Any notice or other communication herein required or permitted to be given shall be in writing and shall be sent in the manner and with the effect provided in the Loan Agreement.

(m) Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Mortgage, or consent to any departure by the Company therefrom, shall in any event be effective without the written concurrence of GECC. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on the Company in any case shall entitle the Company to any other or further notice or demand in similar or other circumstances. Any amendment, modification, termination, waiver or consent effected in accordance with this Section shall be binding upon each holder of the Note, whether or not the Note shall have been marked to indicate such amendment, modification, waiver or consent.

(n) Headings. Headings in this Mortgage are included herein for convenience of reference only and shall not constitute a part of this Mortgage for any other purpose or be given any substantive effect.

(o) Applicable Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. All waivers, consents, confessions and releases provided for in this Mortgage are effective only to the extent permitted by applicable law. This Mortgage has been executed and delivered in New York, New York, and shall be governed by, and shall be construed and enforced in accordance with the laws of the State of New York.

(p) Successors and Assigns. The terms and provisions of this Mortgage shall inure to the benefit of GECC, the holders from time to time of the Note and all other Persons from time to time entitled to the benefit of any Obligation. This Mortgage shall be binding upon the Company, GECC, the holders of the Note, all other Persons entitled to the benefits of the Obligations and their respective successors and assigns. The Company may not, without the prior written consent of GECC, assign any of its rights or obligations hereunder.

(g) Counterparts. This Mortgage and any amendments, waivers, consents or supplements may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage to be duly executed as of the date first above written.

ROCHESTER & SOUTHERN RAILROAD
INC.,

by W. Gifford Moore
Title: PRESIDENT

[Corporate Seal]

Attest:

[Signature]
Title: SECRETARY

GENERAL ELECTRIC CREDIT CORPORATION,

by [Signature]
Title: By Paul F. [Signature]

[Corporate Seal]

Attest:

[Signature]
Title: Attesting Secretary

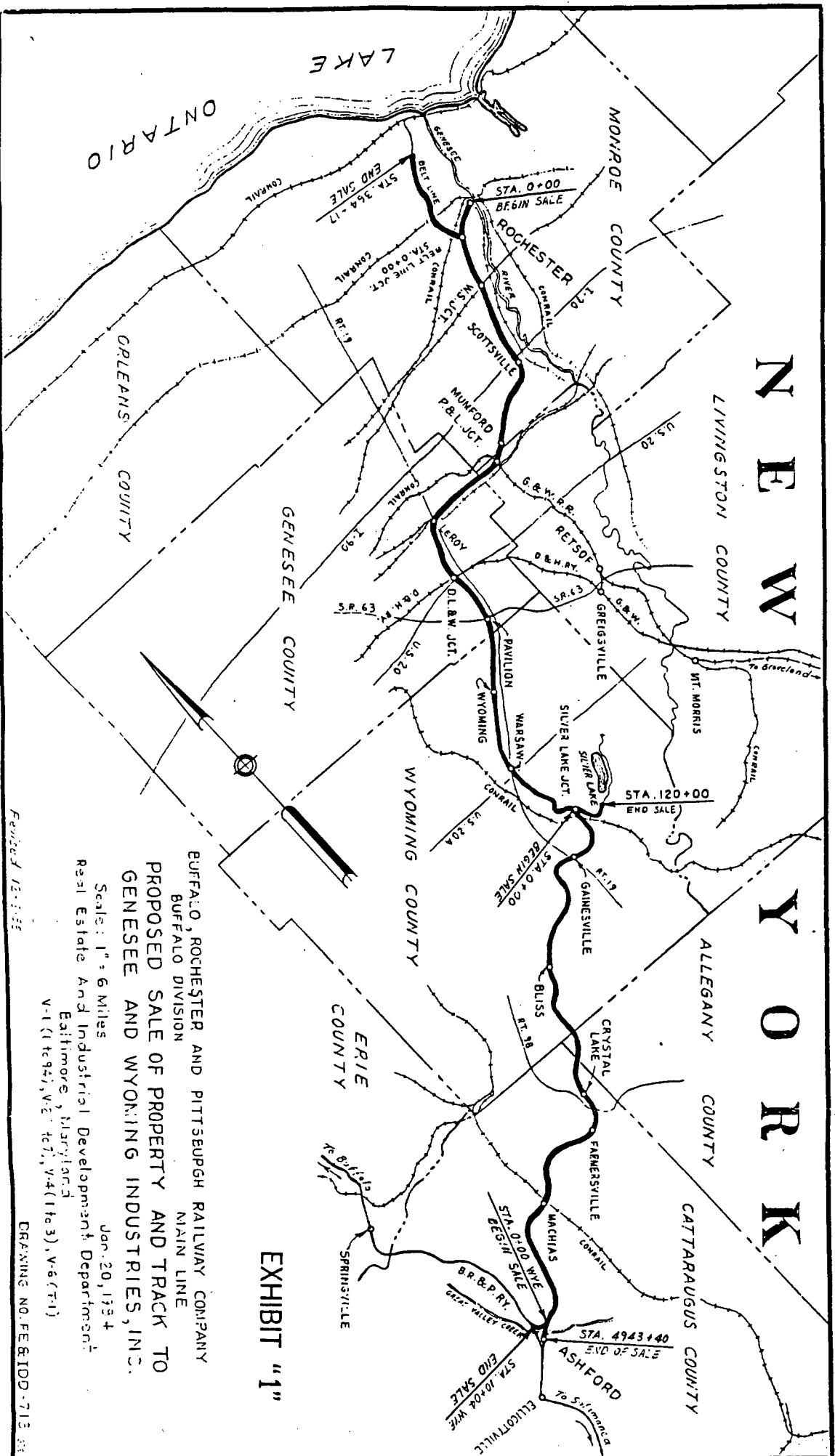
ANNEX I

(a) All of the Buffalo, Rochester and Pittsburgh Railway Company's (BR&P) right, title and interest in and to the following rights-of-way and associated property: (i) that portion of BR&P's main line from Railroad Survey Station 0+00, at Rochester, New York, to Railroad Survey Station 4943+40, near Ashford, New York, a distance of approximately 93.63 miles; (ii) that portion of the Rochester Belt Line from Railroad Survey Station 0+00 to Railroad Survey Station 364+17, in Rochester, New York, a distance of approximately 6.90 miles; (iii) that portion of the Silver Lake Branch from Railroad Survey Station 0+00, at Silver Lake Jct. to Railroad Survey Station 120+00, a distance of approximately 2.27 miles, and (iv) certain specified properties contiguous to such lines, all as more specifically described in Exhibit 1 hereto; subject to those rights, interests, contracts, agreements, leases, licenses and easements which are listed or described in Exhibit 2 hereto, subject to the easement or right of occupancy to be granted and the agreement to be entered into pursuant to Exhibit 7 hereof; and excepting those parcels, rights and interests listed or described in Exhibit 3 hereto. Associated property, including all easements, leases, licenses, etc. is included in Exhibit 6 hereof.

(b) All of BR&P's right, title and interest in and to tracks, rails, ties, switches, crossings, bridges, culverts, buildings, signals, crossing protection devices, communication lines, poles and radio masts which are affixed, as of the date of this Mortgage, to

the real property described in Exhibit 1 hereto; but excepting any items of the kind described above which are listed or described in Exhibits 3 and 4 hereto.

(c) All of BR&P's right, title and interest in and to the items listed or described in Exhibit 5 hereto.



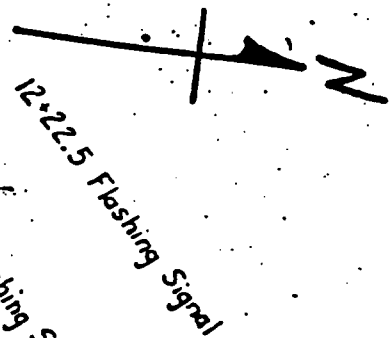
	NUMBER	DATE	TENANT	DESCRIPTION
• 1	L29850	6-11-42	RG&E Corp.	Wire Occ.
• 2	L20754	4-01-48	RG&E Corp.	Wire Occ.
• 3	L55174	4-01-74	RG&E Corp.	Wire Occ.
• 4	L55972	8-01-75	RG&E Corp.	Wire Occ.
• 5	L47039	8-07-63	RG&E Corp.	Wire Occ.
• 6	L33673	9-26-47	RG&E Corp.	Wire Occ.
• 7	L28573	7-15-40	Bliss Water Supply Co.	3" Water Line
• 8	L21237	7-01-54	Monroe Co. Water Authority	Land Pipe
• 9	L52222	4-01-70	Rochester Telephone Corp.	Wire Occ.

1. Sheets 1 through 12 of this Exhibit 3 describe those parcels that are reserved by Sellers and excepted from the sale, transfer and conveyance to Purchaser contemplated by the Agreement.
2. As a condition of Purchaser's and Seller's respective obligations to close, the parties hereto agree as follows with respect to any trackage of Sellers locating on said parcels:
 - (a) With respect to the excepted parcels on Sheets 1, 7, and 11, Purchaser and Sellers shall enter into sidetrack agreements upon mutually acceptable terms and conditions which shall include provisions for termination of said agreements on the earlier of the following: (i) sale of the underlying land by Sellers; or (ii) non-use of the track by Purchaser for railroad patrons for a continuous period of two (2) years.
 - (b) With respect to all tracks of Sellers shown within the one (1) excepted parcel on Sheet 6, Sellers shall transfer title to such tracks to Purchaser and the parties shall enter into a sidetrack agreement upon mutually agreeable terms and conditions which shall include provisions for termination of said agreement in the same manner as provided in paragraph 2(a) above.

- (c) With respect to the tracks shown in green on Sheet 3, Sellers shall transfer title to such tracks to Purchaser and the parties shall enter into a sidetrack agreement upon mutually agreeable terms and conditions which shall include provisions for termination of said agreement on the earlier of the following: (i) sale of the underlying land by Sellers; or (ii) the absence of Purchaser's train operations on or over said tracks for a continuous period of two (2) years.
- (d) With respect to the tracks shown in yellow on Sheet 3, Sellers shall transfer title to such tracks to Purchaser and Sellers shall grant to Purchaser an easement for the land underlying said tracks upon mutually agreeable terms and conditions which shall include provisions for termination of said easement in the event of the absence of Purchaser's train operations on or over said tracks for a continuous period of three (3) years.

MONROE COUNTY

CAIRN ST.



11+76 Flashing Signal

12+22.5 Flashing Signal

(3933)

N 40° 51' E

Consent Jan. 3, 1889
Comm. of Highway & L. P. & C. R. R.
Re. R. R. across Highway.
Sec. 2, No. 388

12+22.24

11+97.47

11+72.7

10+51.92 P.T.

8" Water Main

5° 30' Δ-22° 00'

5° 44' Δ-22° 20'

6+89 & 12+ C.I.P. L=48
6+57.92 P.C.C.

8+26.9 16° C.I.P. 95.1009

Cyclone Fence

ACCESS DRIVE

Mon. N 27° 22' W 100.99

R 60° 40' L=232.7

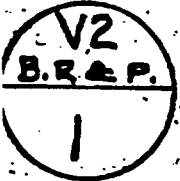
R 60° 42' L=112.7

O.P. R/W

No. 2

Own Pt. Clear

Section Tool Ho.



1"=100'

B. R. & P. V2 (1)

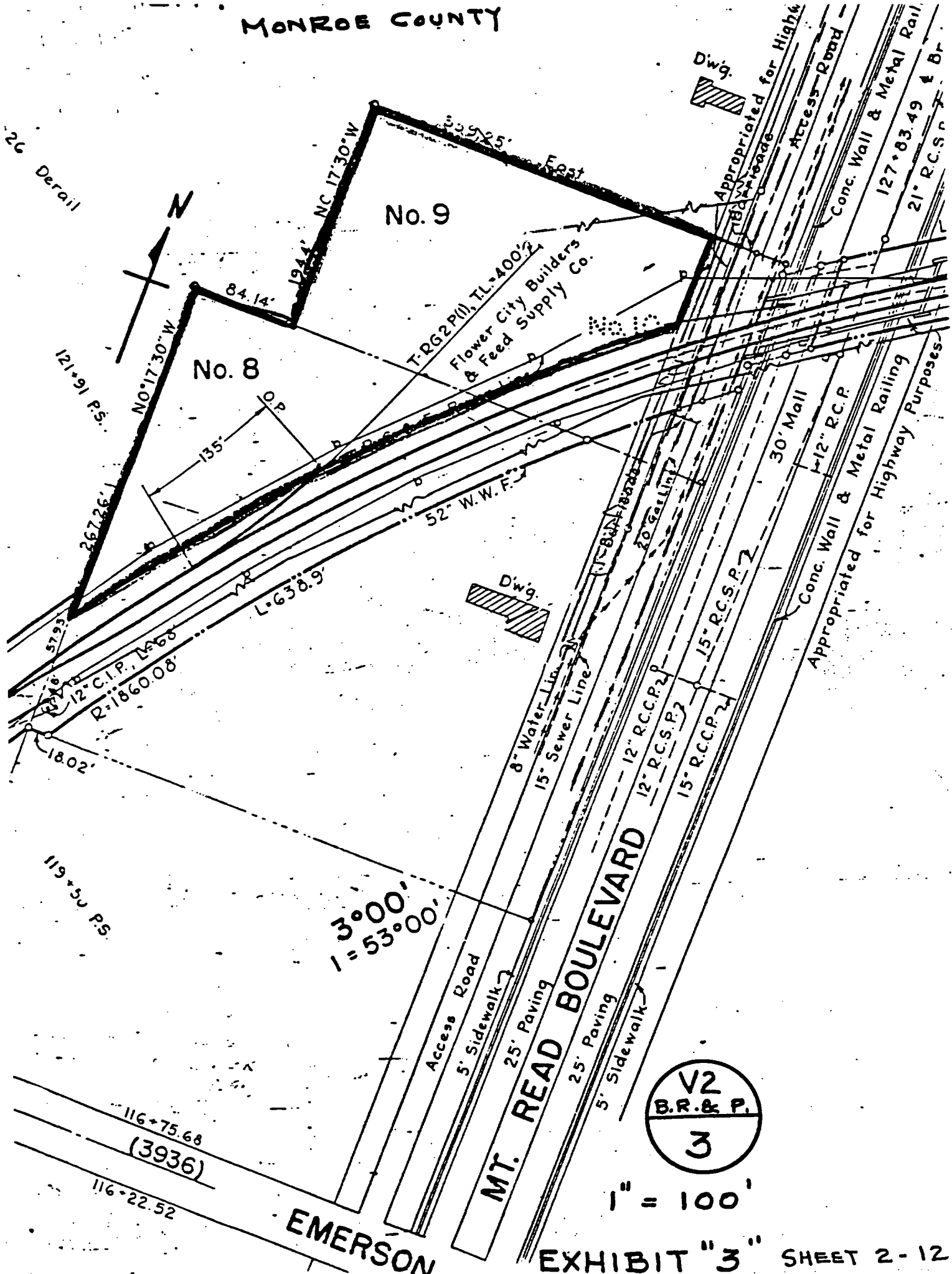
Form 186

B. R. & P. V-1 Sheet T-3

EXHIBIT "3"

SHEET 1 of 12

MONROE COUNTY



26 Detail

121° 09' P.S.

121° 17' 30" W

121° 17' 30" W

No. 9

No. 8

Flower City Builders & Feed Supply Co.

52° W.W.F.

12" C.I.P. L=66
R=1860.08

119° 50' P.S.

116° 75.68
(3936)

116° 22.52

EMERSON

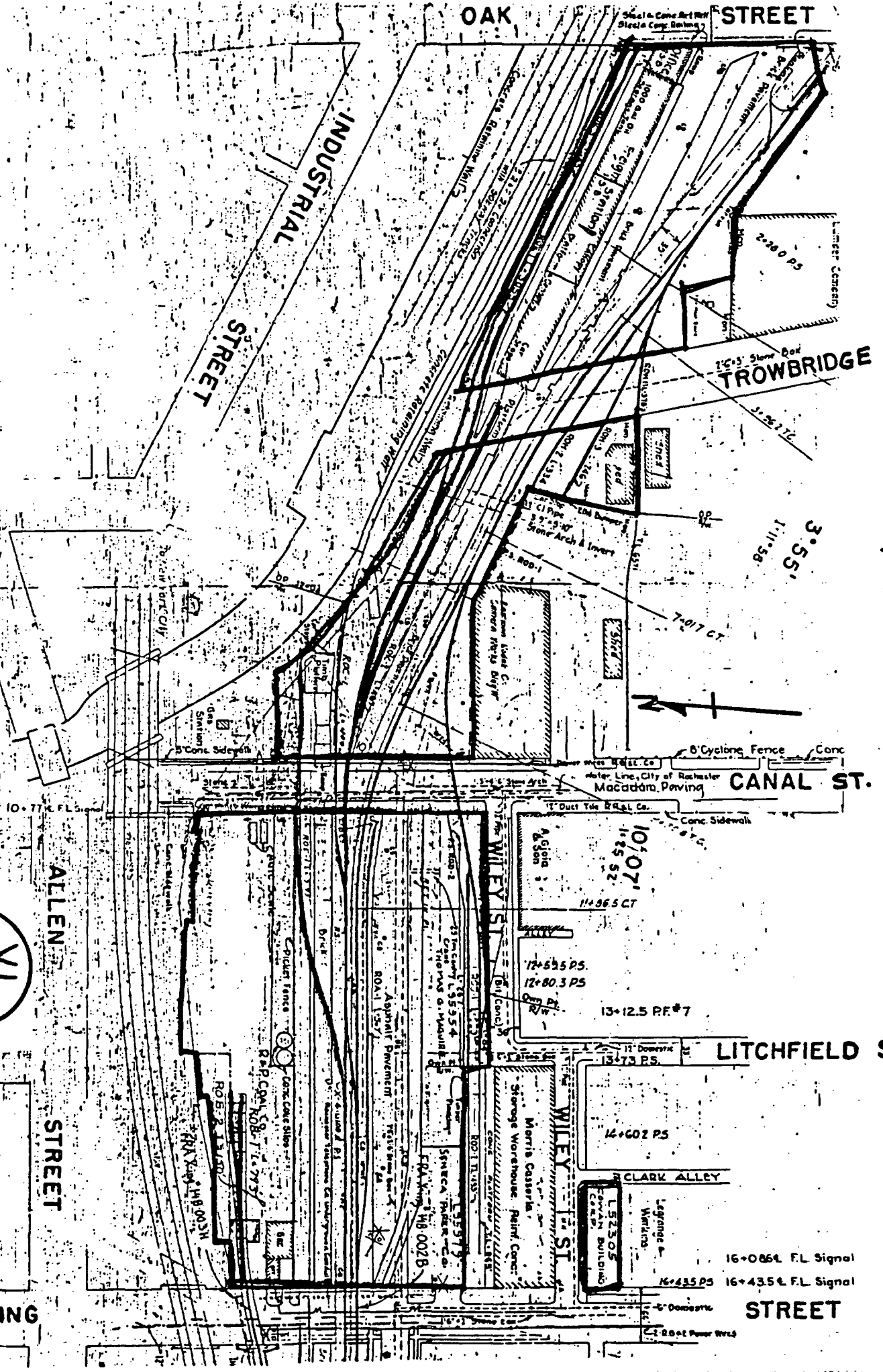
MT. READ BOULEVARD

V2
B.R. & P.
3

1" = 100'

EXHIBIT "3" SHEET 2-12

CITY OF ROCHESTER, N.Y.
MONROE COUNTY



No Scale

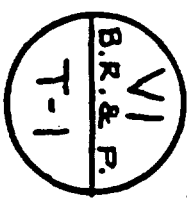


EXHIBIT "3"

SHEET 3 OF 12

KING STREET

16+0864 F.L. Signal

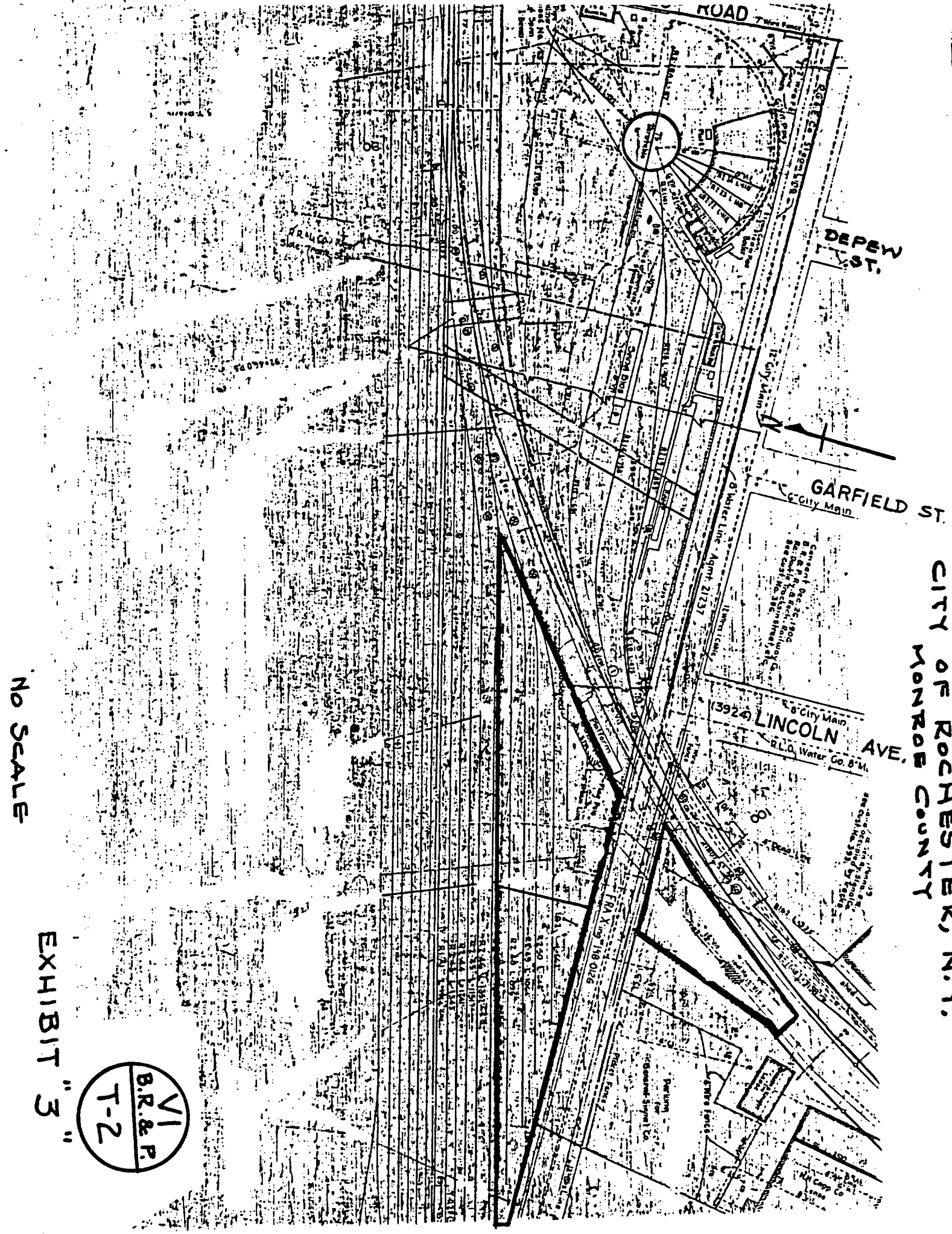
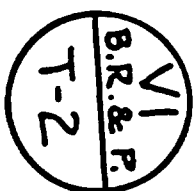
16+4356 F.L. Signal

STREET

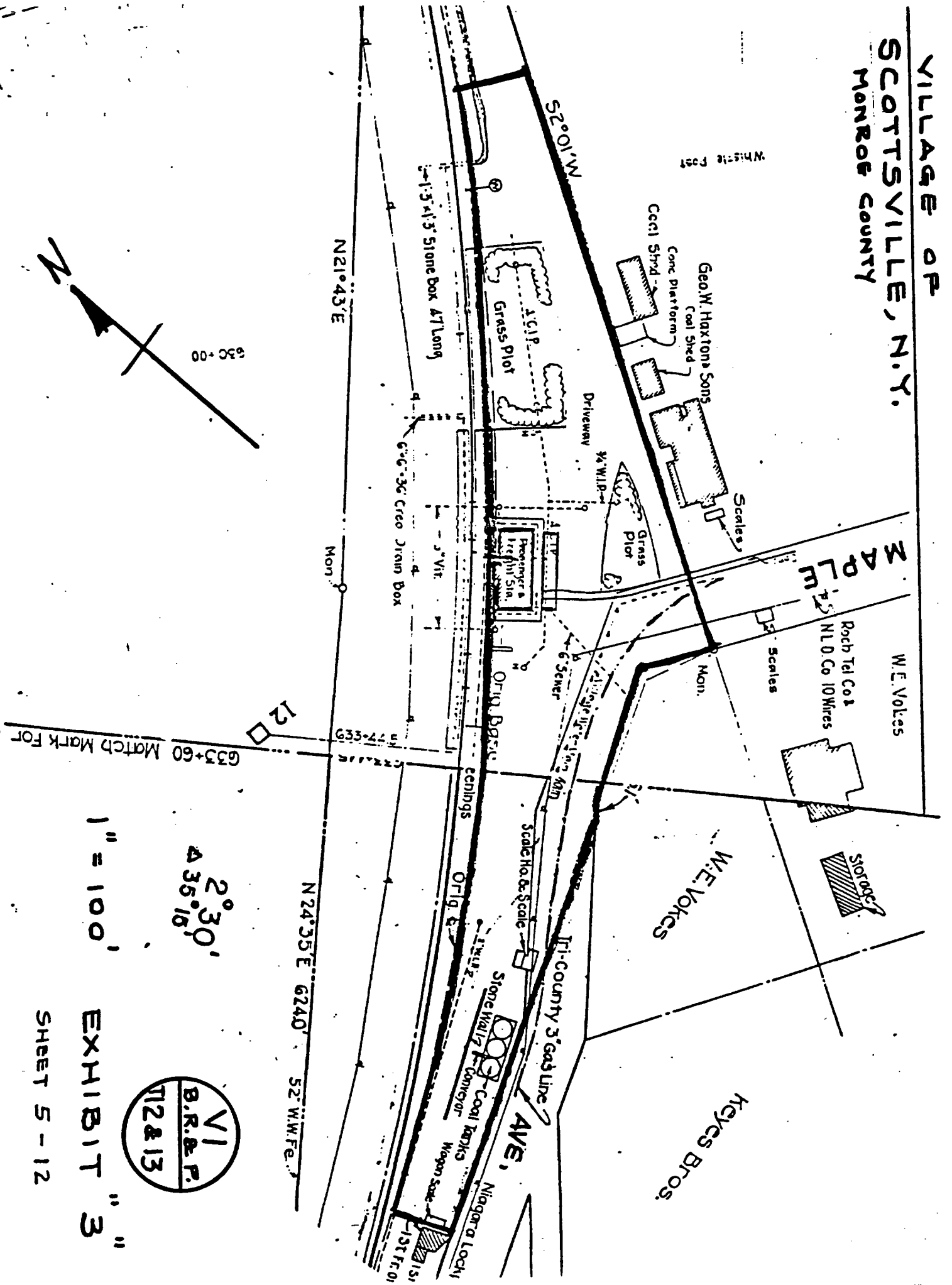
CITY OF ROCHESTER, N.Y.
MONROE COUNTY

NO SCALE

EXHIBIT "3"



VILLAGE OF SCOTTSVILLE, N.Y. MONROE COUNTY



2°30'
435'16"

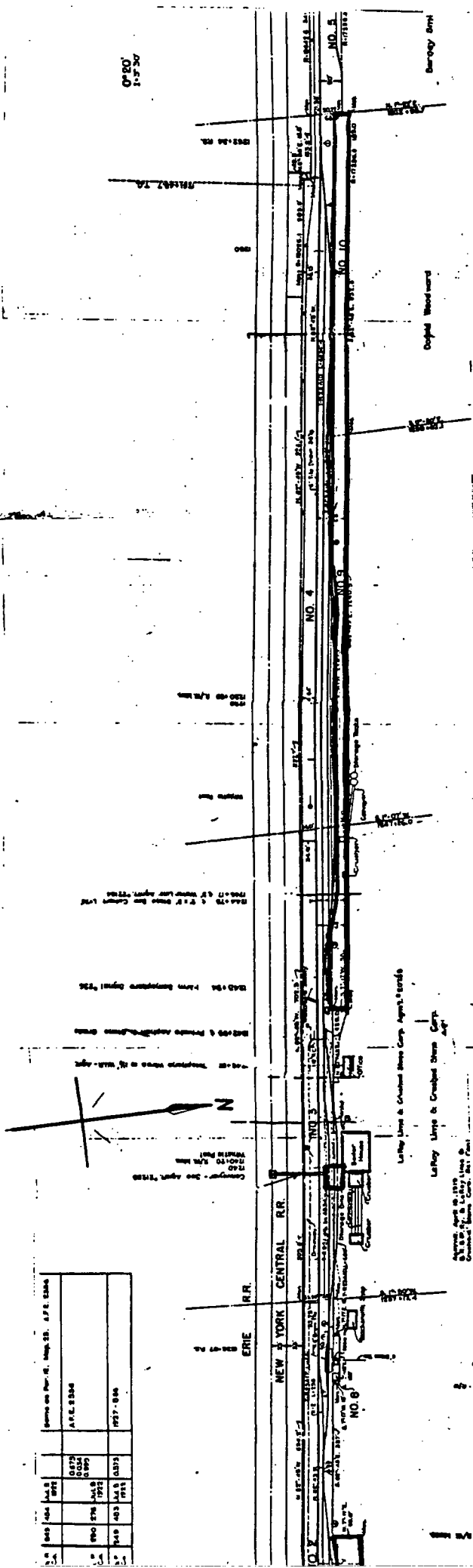
1" = 100'

VI
B.R.&P.
112&13

EXHIBIT "3"

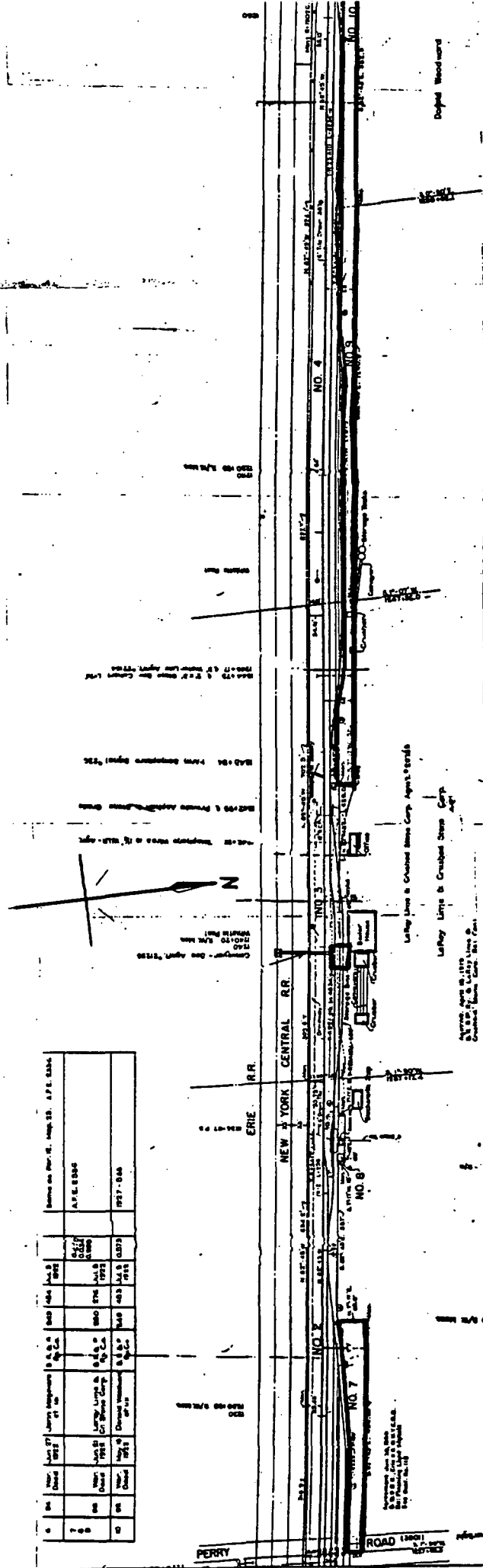
SHEET 5 - 12

A dark, vertical, textured strip, possibly a book binding or a piece of fabric, showing signs of wear and discoloration. The texture is grainy and uneven, with some lighter patches visible against the dark background. The strip appears to be a close-up of a larger object, with a slight shadow or crease visible near the bottom.

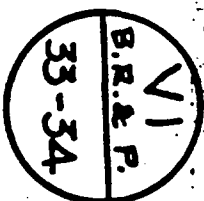
[illegible]

NO SCALE
EXHIBIT '3'

TOWN OF LEROY, N.Y.
GENESEE, COUNTY



No Scale
EXHIBIT '3'



WARSAW, N.Y.
WYOMING COUNTY

S0°39'W TOWN OF WARSAW
VILLAGE OF WARSAW

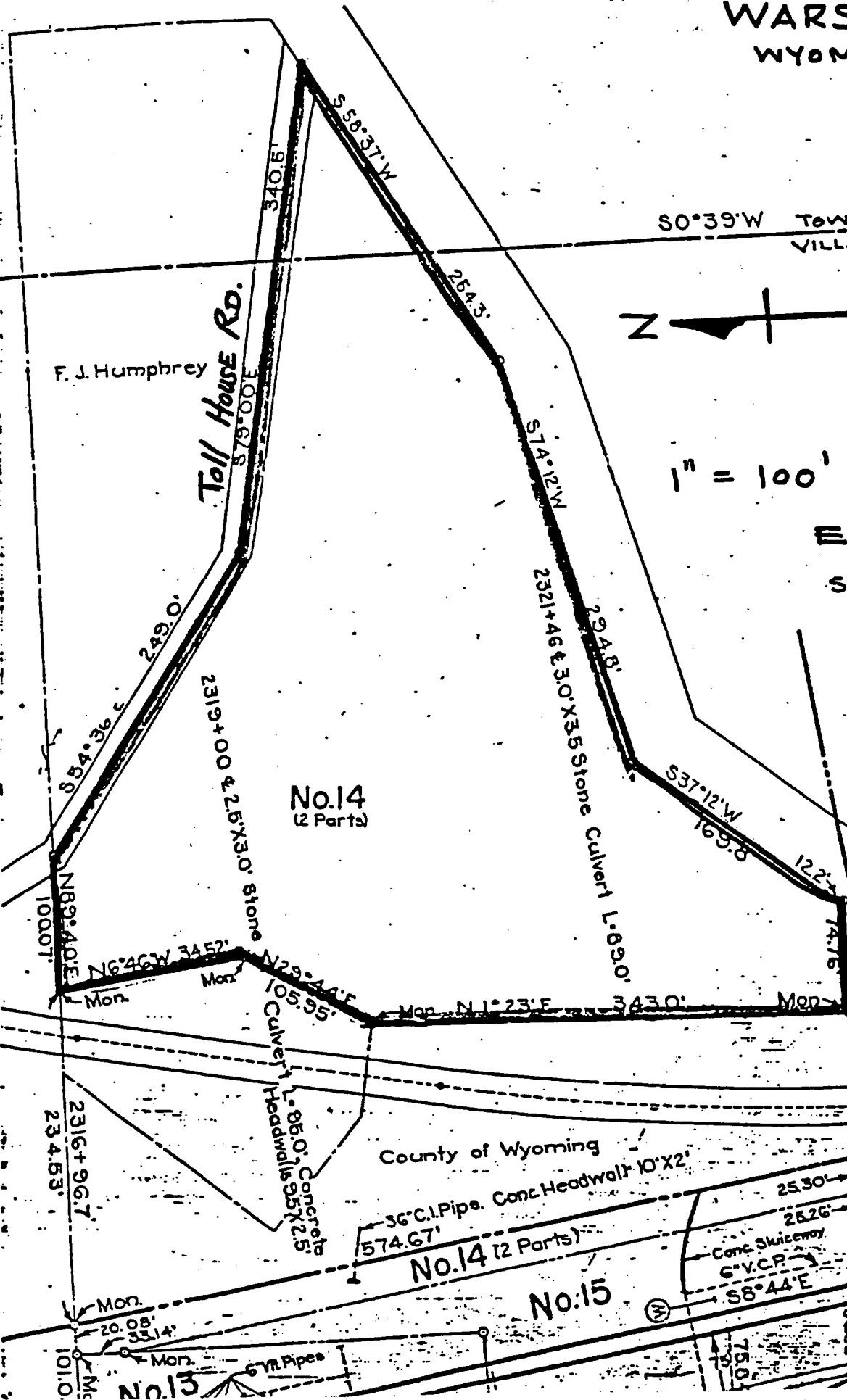


1" = 100'

VI
B.R.&P.
44

EXHIBIT "3"

SHEET 8 of 12



Mrs. F.W. Brown

County of Wyoming

36" C.I. Pipe. Conc. Headwall 10'x2'
574.67'
No. 14 (2 Parts)

No. 15

Conc. Skideway
6" V.C.P.
S8°44'E

No. 16

117.0'
S8°44'E
To Mt. Jewett
50'
N8°44'W

No. 13

6" V.C.P.

TOWN OF GAINESVILLE, N.Y.
WYOMING COUNTY

N 88° 43' E

24" V.C. Pipe (under Main Trunk)
2550

ROCK GLEN

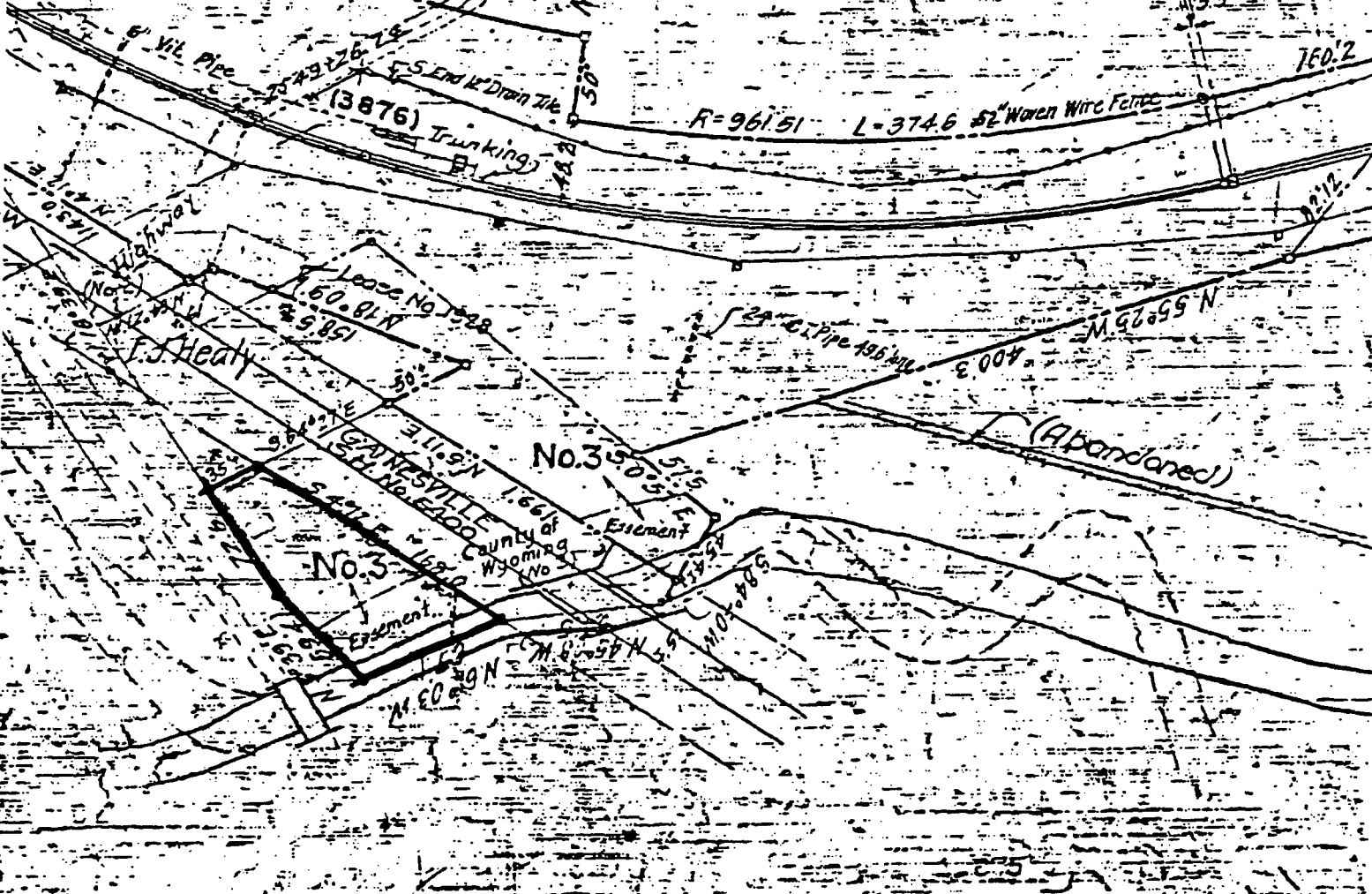
R=911.51 L=450.6

Signal Pole No. 484

N 60° 28' E 2551+17.8



PT. (Original & L)
2555+169.7



VI
B.R. & P.
49

1" = 100'

EXHIBIT "3"

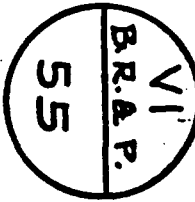
SHEET 9 OF 12

WYOMING COUNTY

GAINESVILLE

EXHIBIT "3"

1" = 100'



SHEET 10 OF 12

EAST

10" Stand Pipe
2866+77.5 P.P.

2867+34.0 2-6" Tile drains
26'0" long

2870

KOR (3873)

2872+34.5 Flish. Light & Short Arm Gate

MAIN ST.

N.Y. State Gas & Elec. also N.Y. Tel. Co.

2873+01.0 B.L.M.C.N.

2872+29.3 Signal No. 545

2875+45 Derail



STATION

75'

R54(3) L. 1414

Open ditch

Agree. No. 378

2312 d.H.

Agreement No. 2708

Agmt. June 6, 1916

G.S. Skiff et al. & Village of Gainesville, Rd. Drainage

Dec. 1st, No. 273

Gravel

Hotel

Highway Sign

Agmt. dated Oct. 24, 19
with State of New York
Re: Reconstruction of crossi
Cust. No. 280.

EXCHANGE

D=2°-00'
Δ=11°-59'

SCHOOL STREET

3332+53.2
S 72° 05' 30" W. STREET (3870)

STREET

WYOMING COUNTY

3338+06.9
S 72° 05' 30" W.

3339+07.0
S 72° 05' 30" W.

3340



Blacksmith Shop

Bliss Water Supply Co.

Eagle Memorial
Post 1720

Concrete Walk

3341

Garage

3342

Barn

Xing Sig.

Bliss Milling Co.

Driveway

Driveway

Hog House

Coal Shed

Storehouse

Storehouse

3336+23.5
S 64° 51' E.

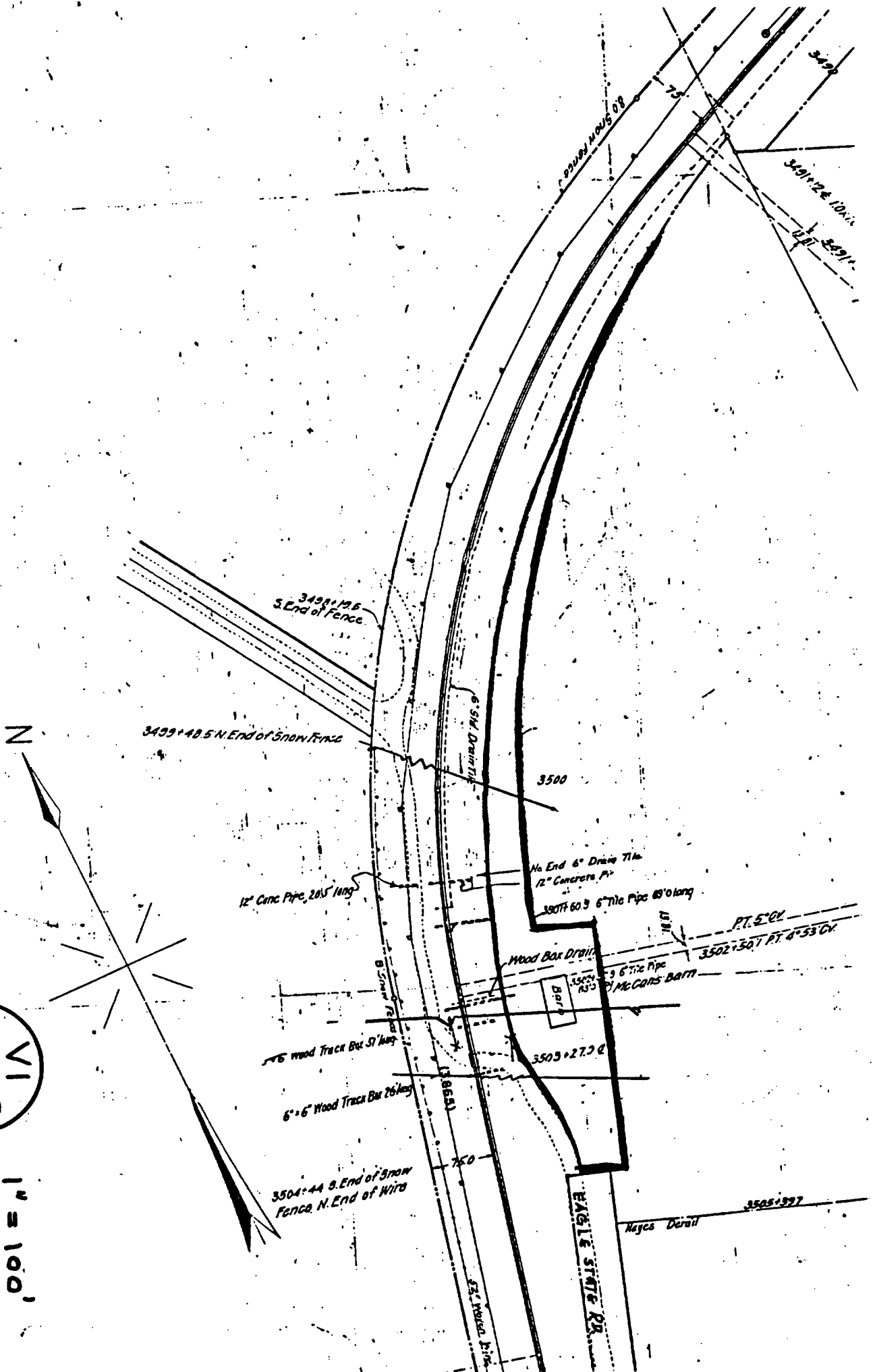
VI
B.R.&P.
T-64

EXHIBIT 3

SHEET 11 OF 12

1" = 100'

TOWN OF EAGLE, N.T. WYOMING COUNTY



N

VI
B.R.&P.
T-67

1" = 100'

EXHIBIT "3"

SHEET 12 OF 12

RAIL MATERIAL AND OTHER PROPERTY
RETAINED BY SELLERS

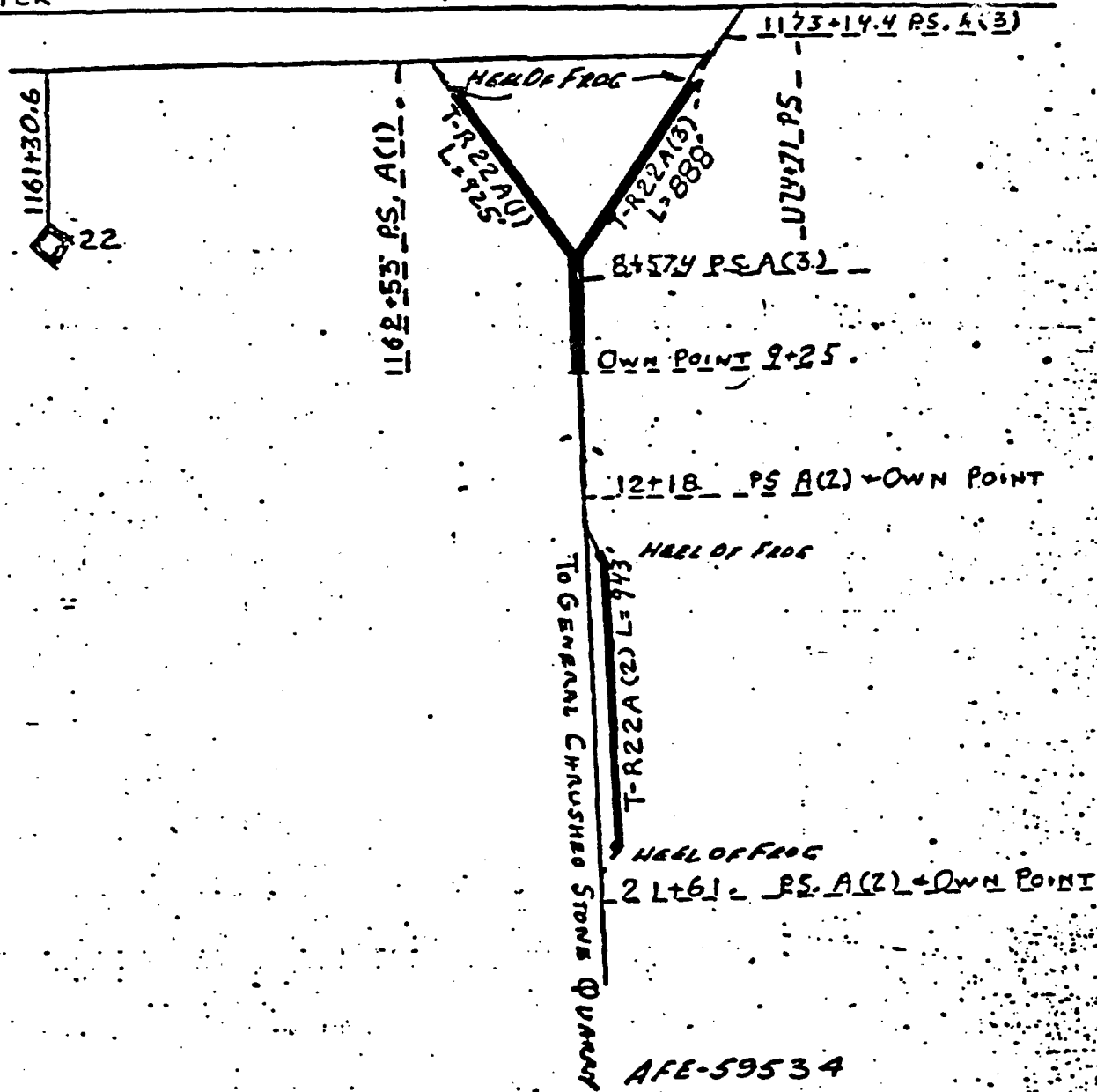
All of the rails, ties, turnouts, bridges and other track materials comprising the following tracks or portions thereof:

1. Track Nos.: (a) THIU-1, a distance of 786 feet, and (b) TRIV-1, a distance of 819 feet, all as shown on the attached Drawing No. 4570, Sheet 2 of 4, and located at or near Rochester, NY;
2. Track Nos.: (a) T-R22A(1), a distance of 925 feet, (b) T-R22A(3), a distance of 888 feet, and (c) T-R22A(2), a distance of 943 feet, all as shown on attached Drawing No. 4302, and located at or near Leroy, NY; and
3. Track Nos.: (a) T-R44A(1), a distance of 3,613 feet, (b) T-R22A(2), a distance of 2,337 feet, and (c) T-R44D(1), a distance of 126 feet, all as shown on attached Drawing No., 4742 and located at or near Warsaw, NY.

FILE: *H/6 2141*

TO ROCHESTER

TO M.T. JEWETT



AFE-59534
H-19472

~LEGEND~

EXISTING FACILITIES

FACILITIES OWNED BY OTHERS

TRACKS TO BE RETIRED BY B&O

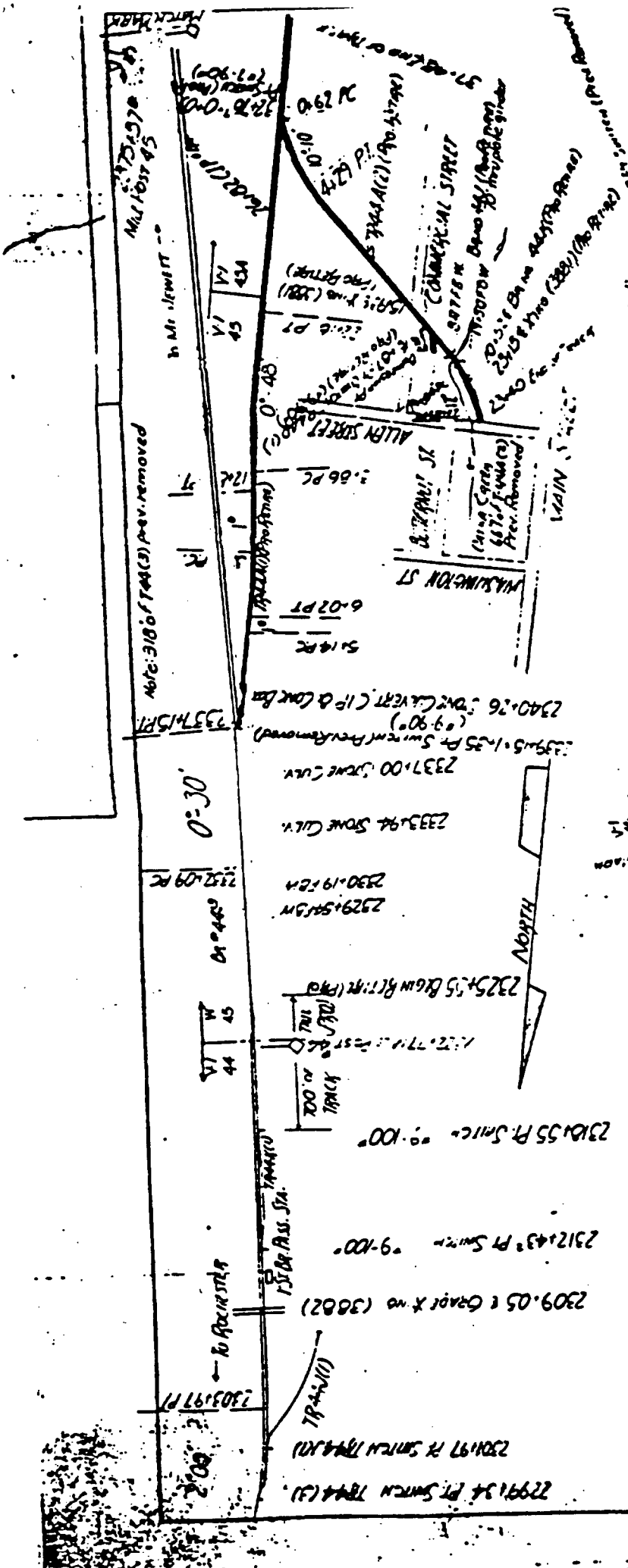
T-R22A(1) L=925' INCL 1N29 TO.

T-R22A(3) L=888' INCL 2N29 TO.

T-R22A(2) L=943' INCL 1N25 TO.

AND 1N29 TO.

REVISIONS	Chessio System ENGINEERING DEPARTMENT		
2-4-83 HUNT. ..	PROPOSED RETIRE TRACKS T-R22A		
	T-R22A(2) & T-R22A(3)		
	LEROY		
	GENESE COUNTY ~ NEW YORK		
PROJECT No 230	PENNSYLVANIA DIV. ~ MAIN LINE 433		
	SCALE: NONE DATE: 11-30-78 DRAWN: RDX	VAL. SEC. BA+P V-1	DRAWING 4302



LEGEND

- EXISTING FACILITIES
- PROPOSED FACILITIES
- TR 44(1) 3613' OF 90° RAIL INCL 1° 9' 90" 10'
- TR 44(2) 3010' 90° RAIL INCL 1° 7' 90" 10' 28' 00" 10' 28' 00" 10'
- TR 44(3) 126' 90° RAIL INCL 1° 9' 90" 10'
- TR 44(4) 1491' OF RAIL INCL 4° 10' 28' 00" 10'
- TOTAL 2 GRADE CROSSINGS

REVISIONS	NO. 5102	DATE	BY	REASON
1	NOV 19 1962			REVISIONS
2				REVISIONS
3				REVISIONS
4				REVISIONS
5				REVISIONS
6				REVISIONS
7				REVISIONS
8				REVISIONS
9				REVISIONS
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95				REVISIONS
96				REVISIONS
97				REVISIONS
98				REVISIONS
99				REVISIONS
100				REVISIONS

Personal Property to be Sold, Transferred
and Conveyed to Rochester & Southern Railroad, Inc.

Rochester Terminal Area

- (1) Brake Shoes - various - 100 each
- (2) 100 Ton Jacks - 2 each
- (3) Journal Brass Bearings - 20 each
- (4) Adapters - 10 each
- (5) Dust Guards - 20 each
- (6) Hand Brake - 1 each
- (7) Miscellaneous Air Hose - 25 each
- (8) Cut Levers - 3 each
- (9) Hand Brake Wheels - 3 each
- (10) Portable Lube Machine - 1 each
- (11) Air Compressor - GE - 40 HP

Line of Road - Track Material

- | | | |
|------------------------------------|---|-----------|
| (1) Rail - 100# Various SH & Scrap | - | 18,000 LF |
| (2) Rail - 112# SH | - | 746 LF |
| (3) Tie Plates - 100# Various | - | 100 Each |
| (4) Tie Plates - 112#/115# | - | 100 Each |
| (5) Bolts - 1 x 6 | - | 2 Keg |
| (6) Track Spikes | - | 2 Keg |
| (7) Joint Bars - 100# Various | - | 100 Pair |
| (8) Miscellaneous Scrap | - | 120 Ton |

	NUMBER	DATE	TENANT	DESCRIPTION
1	L28805	3-01-41	Rochester Outdoor Adv.	25' Sign
2	L24029	11-08-09	City of Rochester	12' Water Main
3	L24030	11-17-10	City of Rochester	13/4" Cable
4	L23370	12-20-16	Rochester Rwy & Light	Wire Crossing
5	L23523	10-30-09	Rochester Rwy & Light	Subway
6	L23479	1-18-16	Rochester Rwy & Light	12' Duct tile
7	L23364	11-29-16	Rochester Rwy & Light	Wire Crossing
8	L22776	8-15-05	Rochester Rwy & Light	Wire Crossing
9	L23369	12-20-16	Rochester Rwy & Light	Wire Crossing
10	L54350	3-01-68	Rochester G&E Corp.	Street Lights
11	L54349	3-01-68	Rochester G&E Corp.	Street Lights
12	L54308	3-01-68	Rochester G&E Corp.	Street Lights
13	L33900	8-16-47	Rochester G&E Corp.	3" gas line
14	L22697	3-10-24	Rochester G&E Corp.	1 Pole-guy & Anchor
15	L24039	7-09-26	Rochester G&E Corp.	6 Elec. Pipes
16	L35828	3-15-50	Rochester G&E Corp.	16" Gas Line
17	L23532	9-14-26	Rochester Tele Corp.	6 duct tile
18	L54648	10-15-73	P. J. Halter, Inc.	Land/storage
19	L41656	3-22-68	Riverside Bookbindery	120 sq. ft. land-platform
20	L31827	11-06-45	Flower City Charcoal	Pit unloading
21	L41563	11-01-56	Rochester G&E Corp.	6" gas line
22	L23365	3-04-18	Rochester G&E Corp.	Wire Crossing
23	L22768	11-07-16	Rochester G&E Corp.	Wire Crossing
24	L53064	4-01-71	Rochester G&E Corp.	6" Steam Line
25	L54307	3-01-68	Rochester G&E Corp.	Street Light
26	L24032	11-24-23	Rochester G&E Corp.	12" Pipe
27	L24037	12-01-58	Rochester G&E Corp.	4" Duct-Elec.
28	L22774	8-17-07	Rochester Rwy & Light	6" Gas Line
29	L23325	12-30-27	Rochester Tele Corp.	Comm. Cable
30	L30346	6-01-68	L. Atkins & Sons	Warehouse

	NUMBER	DATE	TENANT	DESCRIPTION
1	L42292	8-01-57	L. Atkins & Sons	Land & Track
2	L29976	4-01-53	U.S.A. Third Naval Dist.	Maintain Fence
3	L24033	10-24-23	Rochester G&E Corp.	12-3" Electric Pipes
4	L58809	7-01-78	L. Atkins & Sons	Land or Storagee
5	L20731	4-01-67	Rochester Industrial Ctr.	Fence
6	L46292	5-01-62	City of Rochester	Sewer
7	L28139	3-15-40	Rochester G&E Corp.	8" trans pipe
8	L23521	11-08-22	Rochester G&E Corp.	Wire Crossing
9	L29554	5-15-63	Rochester G&E Corp.	6" Gas Line
10	L54351	1-01-70	Rochester G&E Corp.	Lights on Bridge
11	L22416	11-25-10	A. B. Lamberton	Water Pipe
12	L39791	12-01-54	Foster & Kleiser	Adver. Sign
13	L22769	12-01-16	Rochester Rwy & Light	Wire Crossing
14	L39132	12-31-55	Atlantic Pipe Line Co.	2 phone wires
15	L26588	12-31-55	Atlantic Pike Line Co.	8" fuel pipe
16	L23533	1-01-64	Rochester Telephone Co.	14 phone duct
17	L30232	5-03-43	Rochester Telephone Co.	Wire Crossing
18	L49770	9-01-66	Rochester Telephone Co.	Phone cable
19	L23069	6-17-10	Rochester & Lake Ont. Water	6" water line
20	L21469	8-16-47	Rochester & Lake Ont. Water	1" water line
21	L39863	2-01-55	Town of Gates	8" water line
22	L42851	4-01-58	County of Monroe	10" Sewer
23	L54348	4-15-73	County of Monroe	20" water line
24	L39682	11-01-54	Foster & Klieser	2-25" signs
25	L23252	1-19-21	Rochester G&E Corp.	Wire Crossing
26	L23253	1-19-21	Rochester G&E Corp.	2 Wire Crossings
27	L42576	12-15-27	Rochester G&E Corp.	4" gas line
28	L48801	10-01-65	Rochester Telephone	Phone cable
29	L97273	11-01-83	Mink Company, Inc.	39200 Sq. Ft
30	L23247	12-30-25	Rochester G&E Corp.	Wire Crossing
31	L55583	1-01-75	Rochester G&E Corp.	3 Wire Crossings

	NUMBER	DATE	TENANT	DESCRIPTION
1	L28253	7-01-69	Rochester G&E Corp.	3-Wire Xing
2	L53876	7-01-72	Rochester G&E Corp.	3-Wire Xing
3	L40304	5-16-55	Rochester G&E Corp.	3-Wire Xing
4	L50955	8-01-68	Rochester G&E Corp.	6" Gas Line
5	L55151	4-01-74	Monroe County Water	20" Water Line
6	L44030	9-01-59	Chile Water Dist.	3-Water Lines
7	L23330	11-01-59	Rochester Telephone	Phone Cable
8	L42570	12-01-57	County of Monroe	2 Sewers
9	L42569	12-01-57	County of Monroe	8" Sewer
10	L21416	12-24-30	Gilbert J. Wagg	Cattle Chute
11	L25978	6-01-23	Niagara Mohawk Power Corporation	Wire Xing
12	L50588	8-01-67	Gates, Chile, Ogden Sewer	48" Sewer
13	L50336	1-01-67	Frank Brenner Bldg, Inc.	24" Drain Pipe
14	L45267	1-16-61	Rochester Telephone Co.	Phone Cable
15	L47050	7-01-63	Rochester G&E Corp.	3 Wire Xings
16	L51795	7-01-69	Rochester G&E Corp.	3 Wire Xings
17	L42609	12-15-57	Monroe County	8" Sewer
18	L35827	4-16-50	Rochester G&E Corp.	12" Trans- Line
19	L52142	4-30-70	Genesee Explosive Sales	Pit/w/tracks
20	L51934	10-01-69	Gates, Chile, Ogden Sewer	54" Sewer
21	L25974	4-19-19	Niagara Mohawk Power Corporation	Wire Xing
22	L42051	5-01-57	Rochester G&E Corp.	2' Gas Line
23	L32751	9-12-46	Rochester G&E Corp.	2 Wire Xings
24	L48772	9-01-65	Rochester G&E Corp.	20" Gas Line
25	L32441	8-22-46	Rochester Telephone	Phone Wire
26	L22276	7-07-14	N.Y. State Sewer Pipe Co.	12" Drain Pipe
27	L27373	2-28-39	Louis A. Wehle	Hunting Permit
28	L44715	9-01-66	Rochester Tele Corporation	Wire Xing
29	L22574	12-09-05	Bell Telephone Company	Wire Xing
30	L52659	10-01-70	Rochester G&E Corp.	Wire Xing

	NUMBER	DATE	TENANT	DESCRIPTION
1	L44610	3-18-59	Rochester G&E Corp.	3" Gas Line
2	L56237	8-01-75	Rochester G&E Corp.	Wire Xing
3	L56236	8-01-75	Rochester G&E Corp.	Wire Xing
4	L48191	12-16-63	Rochester G&E Corp.	Wire Xing
5	L38879	10-01-53	Rochester Tele Corp.	Wire Xing
6	L22568	7-13-06	Bell Tele of Buffalo	Wire Xing
7	L47337	7-01-63	Village of Scottsville	8" Sewer
8	L23539	10-21-26	Village of Scottsville	4" Water Line
9	L23236	11-04-16	Livingston Niagra Power	Wire Xing
10	L46845	9-01-70	Rochester Tele Corporation	Buried Wire Xing
11	L43672	11-19-57	Rochester G&E Corp.	2" Gas Line
12	L40803	9-12-58	Rochester G&E Corp.	4" Water Line
13	L52596	9-01-70	Monroe Co. Water Auth.	12" Water Line
14	L90300	5-22-80	Village of Scottsville	42" drain
15	L25761	1-01-37	Village of Scottsville	8" Pipe
16	L22686	7-14-23	Village of Scottsville	8" Pipe
17	L23508	7-26-15	Scottsville Light & Gas	Wire Xing
18	L22760	9-24-15	N.Y. Telephone Co.	3" Pipe
19	L22802	11-11-63	Vincet Damico	2" Water Line
20	L48609	7-01-65	Monroe Co. Water Auth.	12" Water Pipe
21	L22947	5-06-16	Tri City Natural Gas Co.	Gas Line
22	L46681	12-16-62	Rochester G&E Corp.	Wire Xing
23	L46968	11-01-70	Rochester Tele. Corporation	Wire Xing
24	L48650	8-01-65	Town of Wheatland	8" Water Line
25	L42531	11-01-57	Rochester G&E Corp.	2" GAsa Line
26	L23504	12-02-15	Phillip Garbutt	1" GAs Line
27	L23348	3-20-30	Niagra Mohawk Power	Wire Xing
28	L22945	4-26-15	Tri City Natural Gas	Gas Line
29	L36238	10-16-50	Rochester G&E Corp.	20" Pipe
30	L47872	9-01-64	Rochester G&E Corp.	14" Gas Line
31	L48648	8-01-65	Town of Wheatland	8" Water

	NUMBER	DATE	TENANT	DESCRIPTION
1	L22128	10-25-23	Ebsary Gypsum Co. Inc.	3 Tunnels
2	L32896	3-02-72	Rochester Tele Corp.	Wire Xing
3	L29524	11-07-41	Rochester G&E Corp.	8" Pipe
4	L48649	1-01-66	Town of Wheatland	8" Water
5	L49408	4-20-66	Rochester Tele Co.	Wire Xing
6	L21223	2-10-13	Niagara Mohawk Power	Wire Xing
7	L51002	10-01-68	Niagara Mohawk Power	Wire Xing
8	L37176	11-19-51	Niagara Mohawk Power	Wire Xing
9	L46836	3-01-63	Burnwell Gas Dist.	Land
10	L48261	12-01-64	Rochester G&E Corp.	3" Gas Line
11	L22948	9-10-09	Tri Co. Natural CGas	2-2" Gas Lines
12	L24077	4-26-15	Tri Co. Natural Gas	5" Gas Line
13	L41520	11-01-56	Rochester Tele. Co.	Wire Xing
14	L25098	7-16-35	Rochester Tele. Co.	Wire Xing
15	L44714	5-20-60	Rochester Tele. Co.	Wire Xing
16	L23324	7-01-69	Rochester Tele. Co.	Wire Xing
17	L22164	12-28-21	Leroy Stone Corp.	5" Pipe ^{1/}
18	L22163	8/03-23	Leroy Stone Corp.	Wire Xing
19	L24844	6-03-35	Niagara Mohawk Power	Wire Xing
20	L95965	11-03-81	Village of Leroy	12" Water Line
21	L45299	2-15-61	Village of Leroy	12" Sewer
22	L40648	11-16-55	Village of Leroy	8" Water Line
23	L22958	7-01-07	Pavilion Natural Gas	2" Gas Line
24	L36381	12-16-50	Pavilion Natural Gas	3" Gas Line
25	L24069	12-26-28	Pavilion Natural Gas	3" Gas Line
26	L23333	7-22-26	Rochester Tele. Co.	Wire Xing
27	L23335	6-28-26	Rochester Tele. Co.	Wire Xing
28	L47928	2-06-64	Leroy Machine Co. Inc.	Land
29	L23361	5-08-17	Leroy Hydraulic Elec.	Wire Xing
30	L43110	6-01-72	Jones Chemical Inc.	6" Water Line

^{1/} All instruments in this Exhibit with a ^{1/} designation require modification to reflect that the instruments pertain to properties that are both included in and excluded from the subject transactions.

	NUMBER	DATE	TENANT	DESCRIPTION
1	L46045	11-16-59	Alfalfa Mill	2 Fire Hydrants
2	L24844	6-03-35	Niagara Mohawk Power	Wire Xing
3	L51956	11-01-69	Village of Leroy	12" Water Line
4	L45296	2-15-61	Village of Leroy	8" Sewer
5	L22648	12-01-16	Village of Leroy	6" Sewer
6	L49375	12-01-65	Village of Leroy	8" Sewer
7	L45298	2-15-61	Village of Leroy	12" Sewer
8	L45297	2-15-61	Village of Leroy	8 & 18" Sewer
9	L23307	1-08-24	Village of Leroy	Wire Xing
10	L22961	2-01-35	Pavilion Natural Gas	2" Pipe
11	L48607	7-01-65	Pavilion Natural Gas	3" Gas Line
12	L48930	12-01-65	Pavilion Natural Gas	3" Gas Line
13	L24068	9-11-14	Pavilion Natural Gas	4" Gas Line
14	L23470	7-16-14	N.Y. Telephone	Wire Xing
15	L50628	10-01-66	State of N.Y.	Sewer
16	L23362	5-08-17	Leroy Hydraulic Elec.	Wire Xing
17	L22977	4-15-07	Leroy Hydraulic Elec.	Wire Xing
18	L49233	3-01-66	Rochester Tele. Corp.	Wire Xing
29	L56671	4-01-76	Rochester Tele. Corp.	Wire Xing
20	L23332	7-22-26	Rochester Tele. Corp.	Wire Xing
21	L21470	6-20-27	O. C. Curtis Fruit & Produce	6" Sewer
22	L96678	7-30-82	Curtis Burno Company	Land
23	L23336	3-29-35	Rochester Tele Corp.	Wire Xing
24	L95289	12-01-29	Rectrel Foam Corp.	Land
25	L51992	3-01-70	Pro-Fac-Coop, Inc.	10" Water Line
26	L50212	5-01-67	Niagara Mohawk Power	Wire Xing
27	L22623	1-10-14	Leroy Salt Company	4" Water Line
28	L90531	3-31-81	Rochester G&E Electric	4" Gas Line
39	L28859	3-07-41	Lapp Insulators	Unload Pit
30	L51784	2-01-77	Lapp Insulators	Land

	NUMBER	DATE	TENANT	DESCRIPTION
1	L57016	4-13-71	Interpace Corporation	Pvt. Rd. Xing
2	L24063	10-06-25	Republic Light & Heat	3" Pipe
3	L22757	1-10-11	N. Y. Telephone Company	Wire Xing
4	L48527	2-01-65	A T & T	Wire Xing
5	L23329	7-01-69	Rochester Tele. Corp.	Wire Xing
6	L23328	1-01-70	Rochester Tele. Corp.	Wire Xing
7	L54463	7-01-73	Pavilion Natural Gas	2" Gas Line
8	L22960	12-08-26	Pavilion Natural Gas	18" Drain
9	L22953	1-19-28	Pavilion Natural Gas	Wire Xing
10	L22962	12-17-06	Pavilion Natural Gas	Gas Pipe
11	L26436	2-09-54	Niagara Mohawk Power	Wire Xing
12	L22967	5-18-06	Pavilion Natural Gas	2" Gas Pipe
13	L25897	2-01-37	Pavilion Central School	6" Water Pipe
14	L22959	6-14-06	Pavilion Natural Gas	3" Gas Line
15	L46495	9-16-62	Iroquois Gas	3" Gas Line
16	L43345	11-01-58	Town of Pavilion	2-6" Water Lines
17	L24070	5-06-13	N. Y. Central Gas	4" Gas Line
18	L23220	9-22-24	Western N. Y. Utilities	Wire Xing
19	L23219	9-22-24	Western N. Y. Utilities	Wire Xing
20	L23322	4-01-69	Rochester Tele. Corp.	Wire Xing
21	L32893	11-05-46	Rochester Tele. Corp.	Wire Xing
22	L22312	5-12-13	Horace S. Bradley	1" Water Line
23	L47826	7-01-64	Rochester Tele. Corp.	Wire Xing
24	L22966	9-07-09	Pavilion Natural Gas	8" Gas Pipe
25	L54246	3-01-73	Niagara Mohawk Power	Wire Xing
26	L54529	8-01-73	Rochester Tele. Corp.	Wire Xing
27	L22956	1-05-10	Pavilion Natural Gas	2" Gas Pipe
28	L54440	7-07-73	Pavilion Natural Gas	3" Gas Pipe

	NUMBER	DATE	TENANT	DESCRIPTION
1	L36712	5-16-51	Tenn Gas Trans. Co.	24" Gas Pipe
2	L42798	4-15-58	W. W. Griffith Oil Co.	Water Pipe
3	L21471	7-25-27	John F. Woods	Wire Xing
4	L21234	1-29-03	Oatka Mining Co.	Tunnel
5	L42993	6-26-58	Iroquois Gas Corp.	8" Gas Pipe
6	L42978	6-01-59	Village of Wyoming	2" Water Pipe
7	L23043	12-01-32	Republic Light and Heat Co.	3" Trans Pipe
8	L23326	5-01-69	Rochester Tele Corp.	Wire Xing
9	L22951	5-06-13	NY Central Gas Co.	2" Gas Line
10	L21254	6-26-14	H. W. Avery	Cattle Pass
11	L23327	2-01-65	Rochester Tele. Corp.	Wire Xing
12	L25769	1-01-37	John Carlson	1" Water Pipe
13	L22159	1-25-22	R. C. Wilcox	1/2" Water Pipe
14	L37397	2-01-52	N.Y. State Elect & Gas Co.	Wire Xing
15	L21479	1-25-28	Albert Raitzel	1" Pipe
16	L22204	11-25-18	Slocum/Rowe & Kennedy	4" Tile Drain
17	L30838	4-18-42	Philippe V. Meng	Unload Pit
18	L23123	10-27-28	Rochester Tele Corp.	Wire Xing
19	L90879	9-29-82	RRG&E Corp.	4" Gas Line
20	L22573	7-01-72	Rochester Tele Corp.	Cable Xing
21	L22571	12-18-05	Bell Telephone Co.	Wire Xing
22	L22715	2-04-26	NT Central Elect Corp.	Wire Xing
23	L22963	7-09-23	Pavilion Natural Gas Co.	6" Gas Pipe
24	L55990	7-01-75	Rochester Tele Corp.	Wire Xing
25	L23232	12-31-13	Warsaw Rural Tele Co.	Wire Xing
26	L40800	12-01-55	N. Y. State Elect & Gas Co.	Wire Xing
27	L50844	1-01-68	Rochester Tele Corp.	Wire Xing
28	L23306	6-09-55	N.Y. State Elect & Gas Co.	Wire Xing
29	L22196	9-09-25	Rock Glen Salt Co.	3 1/2" Pipe
30	L22194	2-25-20	Rock Glen Salt Co.	3 1/2" Pipe
31	L22195	10-12-20	Rock Glen Salt Co.	3 1/2" & 6" Pipes

	NUMBER	DATE	TENANT	DESCRIPTION
1	L45368	4-11-61	Village of Warsaw	10" Water Line
2	L25922	4-01-37	N.Y. Central Elect Corp.	Wire Xing
3	L28579	7-05-40	Rochester Tele Corp.	Wire Xing
4	L43007	8-01-58	N. Y. State Natural Gas. Co.	20" Gas Line
5	L32512	10-01-46	Iroquois Gas Corp.	3" Gas Line
6	L24050	3-21-30	Iroquois Gas Corp.	3" Gas Line
7	L23304	10-25-20	Warsaw Gas & Elect Co.	Wire Xing
8	L90185	12-14-79	N. Y. State Elect & Gas Co.	Wire Xing
9	L39967	1-24-80	N. Y. State Elect & Gas Co.	Wire Xing
10	L24049	3-29-30	Iroquois Gas Corp.	4" Gas Line
11	L45101	11-01-60	Village of Gainesville	24" Sewer
12	L54746	12-01-73	Richard J. Shoup	Unload Pit
13	L52590	12-16-70	Richard J. Shoup	Access Road
14	L48236	1-01-65	Rochester Tele Corp.	Wire Xing
15	L23468	7-01-69	N. Y. Telephone Co.	Wire Xing
16	L20787	7-01-70	Hardy's AGway Coop.	Land
17	L20787	5-01-71	Hardy's Agway Coop.	Unload Pit
18	L31346	11-22-44	N. Y. Telephone Co.	Wire Xing
19	L30823	3-06-44	RG&E Corp.	Wire Xing
20	L22690	10-05-29	Iroquois Gas Corp.	8" Gas Line
21	L22563	9-30-09	Bell Telephone Co.	Wire Xing
22	L22688	4-02-30	Iroquois Gas Corp.	2-3" Gas Lines
23	L24079	5-01-69	N. Y. Telephone Co.	Wire Xing
24	L23502	12-21-15	Bliss Water Supply Co.	3" Water Line
25	L23460	8-24-43	RG&E Corp.	Wire Xing
26	L23463	10-26-26	Genessee Valley Power Co.	Wire Xing
27	L96509	5-22-82	N.Y. Telephone Co.	Wire Xing
28	L23461	8-24-43	RG&E Corp.	Wire Xing
29	L22564	6-28-09	Bell Telephone Co.	Wire Xing
30	L22637	11-17-25	Bliss Water Supply Co.	3" Water Line

	NUMBER	DATE	TENANT	DESCRIPTION
1	L20803	12-01-23	Burt J. Pepper Inc.	Platform
2	L20951	4-01-52	Eagle Mem Post 1730 AmL.	Land/Bldg.
3	L58897	8-01-79	Kersch's Crop Service	Track & Land
4	L22689	1-03-31	Iroquois Gas Corp.	4" Gas Line
5	L23462	8-24-43	RG&E Corp	Wire Xing $\frac{1}{2}$ "
6	L22479	3-27-06	Inter-Ocean T&T of Buff	Wire Xing
7	L95807	6-25-81	RG&E Corp.	Wire Xing $\frac{1}{2}$ "
8	L37410	2-01-52	RG&E Corp.	Wire Xing $\frac{1}{2}$ "
9	L35732	4-01-50	N. Y. Telephone Co.	Wire Xing
10	L22452	3-30-09	W. L. McCall	Wire Xing $\frac{1}{2}$ "
11	L32139	4-08-46	N. Y. Telephone Co.	Wire Xing
12	L47002	5-23-63	Niagara Mohawk Power Corp.	Wire Xing
13	L49015	12-01-65	N. Y. Telephone Co.	Wire Xing
14	L25810	7-15-61	Iroquois Gas Corp.	10" Gas Line
15	L31523	4-19-45	N.Y. Telephone Co.	Wire Xing
16	L21212	10-16-28	N. A. Phillippi & Co.	Land/Platform
17	L23224	2-02-25	Village or Arcade	Wire Xing
18	L48827	11-01-65	N. Y. Telephone Co.	Wire Xing
19	L22713	7-01-69	Village of Arcade	Wire Xing
20	L34969	4-30-49	N.Y. Telephone Co.	Wire Xing
21	L22763	7-30-15	N.Y. Telephone Co.	Wire Xing
22	L96584	7-07-82	N.Y. Telephone Co.	Wire Xing
23	L37509	4-01-52	N.Y. Telephone Co.	Wire Xing
24	L30712	1-17-44	N.Y. Telephone Co.	Wire Xing
25	L23346	4-04-30	Niagara Mohawk Power Co.	Wire Xing
26	L20796	11-01-21	N.Y. Telephone Co.	Wire Xing
27	L46739	9-01-62	Roman Kordas	1 1/2" Gas Line
28	L22481	1-08-06	Machias Telephone Co.	Wire Xing
29	L22468	6-27-07	Machias Telephone Co.	Wire Xing
30	L52401	9-01-70	N.Y. Telephone Co.	Wire Xing
31	L23349	6-22-27	Niagara Mohawk Power Co.	Wire Xing

	NUMBER	DATE	TENANT	DESCRIPTION
1	L23347	12-04-23	Niagara Mohawk Power Co.	Wire Xing
2	L25158	3-23-33	Niagara Mohawk Power Co.	Wire Xing
3	L24056	6-20-29	Iroquois Gas Corp.	6" Gas Line
4	L23399	12-17-12	Olean Inter-State Tele	Wire Xing
5	L56759	6-25-76	N.Y. Telephone Co.	Wire Xing
6	L57048	4-21-77	Niagara Mohawk Power Co.	Wire Xing
7	L31117	9-21-44	N.Y. Telephone Co.	Wire Xing
8	L58693	2-06-79	N.Y. Telephone Co.	Wire Xing
9	L42845	12-31-68	Iroquois Gas Corp.	24" Gas Line
10	L53320	11-01-71	Niagara Mohawk Power Co.	Wire Xing
11	L35869	8-01-71	N.Y. Telephone Co.	Wire Xing
12	L41022	8-01-71	N.Y. Telephone Co.	Wire Xing
13	L22062	7-18-29	PA Fuel Supply Co.	8" Gas Line
14	L55993	7-01-75	RG&E Corp.	4" GAs Line
15	L24038	3-29-27	RG&E Corp.	4" Iron Ducts
16	L22698	10-08-25	RG&E Corp.	Wire Xing
17	L23249	10-23-23	RG&E Corp.	Wire Xing ^{1/}
18	L49307	5-01-66	RG&E Corp.	20" GAs Line
19	L97406	7-11-83	Eastman Kodak Co.	Track & Land
20	L22775	11-26-06	Rochester Rwy & Light	Wire Xing
21	L23073	3-30-07	R&LO Water Co.	6 Water Lines
22	L22770	8-22-16	Rochester Rwy & Light	Wire Xing
23	L23367	7-09-17	Rochester Rwy & Light	Wire Xing
24	L20703	4-01-13	General Rwy Signal Co.	Land
25	L46293	11-23-60	City of Rochester	36" Sewer
26	L46291	5-01-62	City of Rochester	8" Sewer
27	L96557	5-20-82	Rochester Industrial Ct.	Track & Land
28	L20722	4-01-67	Rochester Industrial Ct.	Land
29	L29460	4-13-57	Elect Equip Co.	Land/Fence
30	L43137	4-10-40	RG&E Corp.	Wire Xing
31	L23124	11-30-27	Rochester Tele Corp.	Wire Xing

	NUMBER	DATE	TENANT	DESCRIPTION
1	L23125	12-30-27	RochesterTele Corp.	Wire Xing
2	L40614	6-01-55	Olin Corp.	Track and Land
3	L23235	6-09-14	General Rwy Signal Co.	Wire Xing
4	L33988	2-12-48	RG&E Corp	Wire Xing
5	L25965	3-01-69	RG&E Corp	8" Gas Line
6	L37240	11-16-51	RG&E Corp	Wire Xing
7	L38261	2-01-53	RG&E Corp	4" Gas Line
8	L52051	11-01-74	Transportation Displays	Signboard
9	L47871	7-01-65	Foster & Kleiser	Signboard
10	L37455	3-10-52	GM Corp. Delso Appl Div.	36" Sewer
11	L38126	10-14-52	City of Rochester	12" Water Line
12	L23076	12-02-09	R&LO Water Co.	2" Water Line
13	L23072	9-30-07	R&LO Water Co.	6" Water Line
14	L25961	4-10-28	R&LO Water Co.	12" Water Line
15	L23323	10-14-30	Rochester Tele Corp.	Wire Xing
16	L21248	5-01-24	Rochester Pad & Wrapper	Platform
17	L95063	12-04-79	Heuer Utility Contr. Inc.	16" Water Line
18	L96933	2-15-83	Foster & Kleiser	Signboard
19	L41282	6-01-56	RG&E Corp	Wire Xing
20	L41305	6-01-56	RG&E Corp.	Wire Xing
21	L23248	1-08-26	RG&E Corp	Wire Xing
22	L24034	12-01-60	RG&E Corp	6" Gas Line
23	L42226-1	11-01-59	RG&E Corp.	Wire Xing
24	L42226	7-01-57	Rochester Tele Corp.	Wire Xing
25	L25568	8-15-61	RG&E Corp	8" Gas Line
26	L50824	7-01-68	RG&E Corp	20" Gas Line
27	L56424	10-29-75	RG&E Corp	Wire Xing
28	L43038	6-16-58	City of Rochester	12" Water Line
29	L95798	6-15-81	City of Rochester	12" Water Line
30	L46296	10-27-60	City of Rochester	18" Sewer
31	L26347	2-15-51	City of Rochester	15" Sewer

	NUMBER	DATE	TENANT	DESCRIPTION
1	L23334	11-30-25	Rochester Tele Corp	Wire Xing
2	L23530	9-06-30	Rochester Tele Corp	Wire Xing
3	L47333	11-25-63	Rochester Tele Corp	Wire Xing
4	L23127	6-01-57	Rochester Tele Corp	Wire Xing
5	L24044	10-01-42	R&LO Water Co.	2" Water Line
6	L23501	12-31-15	North Gates Water Dist.	8" Water Line
7	L24898	8-17-35	Flower City Bldr Supply	Team Track
8	L39659	10-16-54	Foster & Kleiser	Signboards
9	L90760	4-20-82	American Cablevision	Wire Xing
10	L36695	3-16-51	RG&E Corp.	16" Gas Line
11	L23250	11-25-19	RG&E Corp	Wire Xing
12	L42841	3-26-58	RG&E Corp	4" Gas Line
13	L23237	12-31-20	Rochester Dist Telegraph	Wire Xing
14	L22772	6-30-10	Rochester Rwy & Light Co.	6" Gas Line
15	L22469	9-30-07	M. Kondolf	6" Water Line
16	L58463	9-01-78	Foster & Kleiser	Signboard
17	L42659	11-15-57	City of Rochester	42" Sewer
18	L37046	1-01-51	City of Rochester	36" Water Line
19	L39854	11-15-54	City of Rochester	24" Sewer
20	L24081	12-20-17	N.Y. Telephone Co.	Wire Xing
21	L96612	6-10-82	Flower City Tissue Mills	Land/Bldg
22	L90807	6-21-82	Flower City Tissue Mills	Unload Pit
23	L23085	9-16-20	R&LO Water Co	3/4" Water Line
24	L36244	10-01-50	RG&E Corp	Wire Xing
25	L23254	12-16-27	RG&E Corp	Wire Xing
26	L38260	4-03-52	RG&E Corp	8" Gas Line
27	L46846	4-01-63	Rochester Tele Corp	Wire Xing
28	L37429	2-01-52	Richester Tele Corp	Wire Xing
29	L22778	11-17-16	Rochester Rwy & Light Co.	Wire Xing
30	L22773	9-29-09	Rochester Rwy & Light Co.	6" Gas Line
31	L58005	12-01-80	Eastman Kodak Co.	Land/Fence

	NUMBER	DATE	TENANT	DESCRIPTION
1	L39461	3-16-54	Eastman Kodak Co.	30" Water Line
2	L51550	5-01-69	Eastman Kodak Co.	Pipe Bridge
3	L46497	7-19-62	Eastman Kodak Co.	Wire Xing
4	L32490	4-06-28	Eastman Kodak Co.	Road/Walk/Wire
5	L23518	3-15-16	Greece Sewer Dist No. 1	18" Sewer
6	L21287	12-23-29	Ridge Construction Corp.	Unload Pit
7	L26189	6-01-37	City of Rochester	12" Sewer
8	L25153	12-24-35	City of Rochester	16" Water Line
9	L25065	11-01-35	City of Rochester	48" Sewer
10	L23071	11-19-07	R&LO Water Co.	10" Water Line
11	L23088	7-27-16	R&LO Water Co.	22" Water Line
12	L23079	1-18-16	R&LO Water Co.	1" Water Line
13	L23078	10-25-15	R&LO Water Co.	3/4" Water Line
14	L25066	11-01-35	City of Rochester	18" Sewer
15	L24152	3-06-34	City of Rochester	42" Sewer
16	L23004	11-28-27	R&LO Water Co.	6" Water Line
17	L23058	7-14-24	R&LO Water Co.	3/4" Water Line
18	L23055	7-07-24	R&LO Water Co.	3/4" Water Line
19	L34305	6-16-48	R&LO Water Co.	2" Water Line
20	L23075	5-24-06	R&LO Water Co.	6" Water Line
21	L25964	9-08-21	R&LO Water Co.	6" Water Line
22	L22777	5-15-57	RG&E Corp	6" Gas Line
23	L55998	8-01-72	RG&E Corp	Wire Xing
24	L23129	4-21-04	Rochester Tele Corp	Wire Xing
25	L22566	12-01-64	Rochester Tele Corp	Wire Xing
26	L24569	1-31-35	Rochester Tele Corp	Wire Xing
27	L97146	1-01-83	William O'Dell	Parking
28	L24088	1-29-29	Eastman Kodak Co.	24" water Line
29	L25976	5-01-06	Niagara Mohawk Power Co.	Wire Xing
30	L23222	5-15-25	N.Y. Central Elect Corp	Wire Xing
31	L22199	12-01-19	Silver Springs Village	Wire Xing

	NUMBER	DATE	TENANT	DESCRIPTION
1	L36732	7-16-51	N Y State Elect & Gas Corp	Wire Xing
2	L51144	11-01-68	N Y State Elect & Gas Corp	Wire Xing
3	L20714A	9-01-57	Morton Salt	Land
4	L45634	10-02-61	Morton Salt	1-8" Pipes
5	L22095	9-10-25	Worcester Salt	8" Water Line
6	L90958	2-25-83	Morton Salt	3" Brine Pipe
7	L24051	6-07-30	Iroquois Gas Corp	4" Gas Line
8	L24052	1-07-30	Iroquois Gas Corp	4" Gas Line
9	L23464	7-12-16	Perry Elect Light Co.	Wire Xing
10	L96666	3-01-82	Eastman Kodak	Land

	NUMBER	DATE	TENANT	DESCRIPTION
1	L24042	10-15-28	Rochester G&E Corp	Team Pipes
2	L22766	11-29-16	Rochester Rwy & Light	6 Wire Xing
3	L23366	4-25-17	Rochester Rwy & Light	6 Wire Xing
4	L21379	7-06-1896	City of Rochester	Sewer
5	L22771	12-01-42	Rochester G&E Corp	3 Wire Xing
6	L51888	11-01-69	Rochester G&E Corp	24" Pipe ¹ / ₂
7	L56539	1-14-76	Rochester Telephone Co.	2 cables ¹ / ₂
8	L22727	2-19-27	N Y Central Electric Co.	Wire Xing
9	L22764	5-07-19	Rochester Rwy. & Light	8" Gas Line
10	L39072	12-16-53	Foster & Kleiser	Sign Adv.
11	L41226	7-16-56	Foster & Kleiser	Sign Adv.
12	L26157	11-01-38	Foster & Kleiser	Sign Adv.
13	L95271	5-01-80	Foster & Kleiser	Sign Adv.
14	L42237	8-01-57	Pfaunder Co.	Sign Adv.
15	L57871	8-01-76	Cervini Car Wash Inc.	Sign
16	L21277	11-12-26	Rochester Telephone Corp.	Wire Occ.
17	L21223	10-22-14	Niagara Mohawk Power Co.	Wire Occ.
18	L21899	11-01-51	Niagara Mohawk Power Co.	Wire Occ.
19	L22162	4-01-22	Leroy Lime & Crushed Stone	Wire Occ.
20	L95801	4-01-81	Genessee Leroy Stone Corp.	Land ¹ / ₂

	NUMBER	DATE	TENANT	DESCRIPTION
1	L47141	11-16-59	Village of Leroy	8" Water Pipe
2	L24031	9-14-26	Village of Leroy	10" Sewer
3	L47633	5-01-64	Leroy Machine Co.	4&5" Sewer
4	L41519	11-01-56	Niagara Mohawk Power Corp.	Wire Occ.
5	L22978	3-20-15	Leroy Hydraulic Elect. Gas	Wire Occ.
6	L21131	8-01-68	Rizzo, Phillip	Land
7	L25972	1-03-23	Leroy Salt Co.	Pipe Occ.
8	L22965	5-08-12	Pavilion Natural Gas	Gas Pipe
9	L22756	11-02-10	N. Y. Telephone Co.	Wire Occ.
10	L22413	1-03-11	Wyoming Co. Home Tele. Co.	Wire Occ.
11	L22716	2-28-25	N. Y. Central Electric Corp.	Wire Occ.
12	L22714	2-02-25	Village of Arcade	Wire Occ.
13	L22066	12-13-28	Breyer Ice Cream Co.	8" Sewer
14	L37903	5-20-53	RG&E Corp.	1 Steam Pipe
				1 Drain Pipe
15	L37903-1	5-24-62	RG&E Copr.	Pipe Occ.
16	L20968	6-01-08	Flower City Tissue Mill	Pipe Occ.
17	L32753	9-19-46	RG&E Coarp.	Wire Occ.
18	L23063	5-28-26	RL&O Water Co.	Pipe Occ.
19	---	6-12-86	CSX Communications, Inc.	Fiber Optics System
20	N.Y. D.O.T. PIN 4935.11 and 4935.17	9-28-84	Genesee & Wyoming	Construction of Track Connection

	NUMBER	DATE	TENANT	DESCRIPTION
1	N.Y. D.O.T. PIN 4935.16.301 and 4935.17.301	6-19-84	Genessee & Wyoming	Construction of Tract Connections
2	21305	12-20-15	Erdie Perforating Co.	Underground crossing
3	26213	12-31-55	Atlantic Pipeline	Underground wire crossing
4	39132	12-31-55	Atlantic Pipeline	Underground wire crossing
5	23251	11-08-22	Rochester Gas & Elec	Wire crossing
6	22771	12-01-42	Rochester Gas & Elec	Wire crossing
7	97711	01-01-85	CF Industries, Inc.	Signboard
8	21416	N/A	Gilbert, J.W.	Road crossing
9	5387	08-01-31	Rochester Gas & Elec	Wire crossing
10	26214	12-31-55	Atlantic Pipeline	Pipe crossing
11	41519	11-01-56	Niagara Mohawk	Wire crossing
12	95239	12-01-79	Bernel Farm Products	Land
13	26281	12-31-55	Atlantic Pipeline	Underground Pipeline
14	23219	09-22-24	Western N. Y. Utilities	Wire line
15	23221	06-08-25	N. Y. Central Elec	Wire line
16	25769	01-25-22	John Carlson	Pipeline
17	21479	01-25-28	Albert Reitzel	Pipeline
18	34006	N/A	Pavilion Natural Gas	Pipeline
19	22717	N/A	N. Y. Central Electric	Wire line
20	7477-3	N/A	Rochester Gas & Elec	Wire line
21	17477	N/A	Rochester Gas & Elec	Wire line
22	22973	03-01-18	N. Y. Transit	Pipeline
23	28011	01-04-40	N. Y. Transit	Pipeline
24	39072	12-16-53	Rochester Poster	Signboard
25	37903	05-20-53	Rochester Gas & Elec	Underground crossing
26	52807		Rochester Gas & Elec	Underground crossing
27	50825	07-01-68	Rochester Gas & Elec	Underground crossing
28	39854	N/A	City of Rochester	Underground crossing
29	98052	N/A	Rochester Gas & Elec	Underground crossing
30	91512	02-25-85	Eastman Kodak	Underground crossing
31	22773	N/A	Rochester Railway	Underground crossing
32	23087	N/A	Rochester & L. O. Water Co.	pipeline
33	45394	04-05-61	Monroe County Water Auth.	Pipeline

<u>CONTRACT NUMBER</u>	<u>COMPANY</u>	<u>COMMODITY</u>	<u>EXP. DATE</u>	<u>CONTROL NUMBER</u>
BO-C-00650	United Refining	Fuel Oil & Kerosene	09-17-86	003776
SBDC-0731	Tennessee Eastman	Various Chemicals and Plastics	7-10-86	003777
BO-C-0293	Pacific Coast Producers	Canned Goods	Indef.	003778
CSR-E-04005	Tri-Valley Growers	Canned Goods	Indef.	003779
BO-C-0111B	C F Industries	Nitrogen Fertilizer	09/18/87	003780
BO-C-01087	United Refining	Asphalt	07/25/86	003781
CSR-E-04000	Morton Salt	Packaged Salt	02/21/86	003782
BO-C-01016	United Refining	Asphalt	05/27/86	003783
BO-C-00756	C F Industries	Nitrogen Fertilizer	12/31/86	003784
BO-C-00833	Morton Salt	Bulk Salt	02/07/86	003785
SP-D-10104	Tri-Valley Growers	Canned Goods	Indef.	003786
CO-C-00539	Kirth Malting Co.	Malt	04/08/86	003787
BO-C-01250	Rochester G & E	Coal	12-11-86	003788
BO-C-01298	Kodak	Coal	12-31-86	003789

These contracts are not assignable as currently written.

AGREEMENT NUMBER	LOCATION	PARTY	DATE	TERM	DESCRIPTION
9030-A	Machias	Pennsylvania RR	5-3-1878	Indefinite	Interlocker tower and crossing frogs.
8747-A	Rochester	City of Rochester	1-6-28	60 Days	City Subway operation and track main- tenance.
9030-A	Lincoln Park	Pennsylvania RR	11-7-1882	Indefinite	Crossing frogs.
8722-A	Lincoln Park	Pennsylvania RR	7-21-1902	Indefinite	Joint trackage to industries.
LE-4-CR-6	Silver Springs	Conrail	8-1-79	30 Days	Switching ser- vice for Morton Salt.
8860-A	Lincoln Park Rochester	N.Y. Central	1-1-35	10 Days	10 Days Switch- ing service.

FILE NUMBER	PARTIES	AGREEMENT	DESCRIPTION
175.073.1	B&O	5-19-82	Switching - Silver Spring, NY
195.011.1	B&O/D&H	12-01-82	Trackage - Silver Spring - PL Junction, NY
620.107.1	B&O/CR	3-27-29	Interlocker - Machias, NY
641.001.1	B&O/GW	3-28-84	Trackage - Rochester - Caledonia, NY
540.124.1	B&O/CR	7-02-02	Minor Facilities - Lincoln Park and Rochester, NY

LOCATION	NUMBER	AGREEMENT WITH	Reference Agreement. #	DATE	DESCRIPTION
Pavillion Center Barnard	3724 3729	State of New York Sheney & Boland, Inc.		12-01-33 5-22-34	Reconstruction of Br 30.87 account highway improvements. Liability in connection with construction of 33"/10" sewer under tracks and R.O.W. at Dewey Ave.
Leroy	3836	City of Leroy		3-27-35	Easement to construct pipe crossing under tracks & R.O.W. at West Main Street
Machias	3918	State of New York		6-03-36	Reconstruction of Railroad Bridge #84/04 over Machias-Delewan Highway. Elimination of Chile Ave. grade crossing.
Rochester	3951	State of New York & The Asbestex Corporation	4225	5-16-40	Agreement covering adjustment of side track serving the Asbestex Corporation.
Rochester	4036	B.R. & P. Ry. Co.	4274	9-13-37	Ordinance adopted by City Council granting permission to construct tracks at King and Canal St.
Freedom Rochester	4159 4203	J.F. Waltradt City of Rochester		5-03-39 12-24-38	Permission to construct and maintain private crossing. Boxart Street outlet sewers easement.
Rochester	4225	New York Public Service	3951 & 4274	7-23-34 12-31-38	Hopper Hollow Dist. outlet sewers easement. Grade crossing elimination at Chili Avenue, Ames Street and Hague Street
Rochester	4274	B.R. & P. Ry & G.V.T.Ry. Commission	3951	11-07-1882	Grants Terminal Company to cross B.R. & P. R.O.W. (Agt.#1).
Rochester & State Line Ry Co.	4427	BR&P Ry & W.N.Y. & P.Ry Co. City of Machias	4225	9-07-17 5-03-1878	Modifies certain terms of Agreement #1. Grade Crossing of B.N.Y. & P. Ry. by Rochester & State Line Rwy.
Leroy Rochester Gainesville Rochester	4662 4662 4662 4885	Order # 10723 Order # 10723 Order # 10723 N.Y. Central RR Co., Barnard		11-28-44 11-28-44 11-28-44 7-05-47	Agreement covering additional protectors at Hwy. Grade Xing. Agreement covering additional protectors at Hwy. Grade Xing. Installation of Flashers at Dewey Avenue & Ridge Road.
Hardys (Gainesville) Pavillion Rochester	4930 5213 5363	Wyoming County & B.R. & P. Rwy. State of New York N.Y. Public Service Comm.	5086 5543	6-04-51 11-25-52 3-20-53 1-30-61	Supplemental Agreement to Dewey Avenue Flashers. Installation of Flashers at McCall Road. Supplemental Agreement to McCall Road Flashers. Reconstruction of RR#57.85 carrying Rt. 10 over tracks.
Gainesville	5392	State of New York		2-08-63 12-13-49 10-24-49	Construction of State Hwy (Pavillion - Batavia) #923. Elimination of Grade Crossings at Ames, Hague, Colvin, York and Child Streets. Temporary Hwy crossing & Reconstruction of existing crossing (Highway Br. across East Key Creek).

LOCATION	NUMBER	AGREEMENT WITH	Reference Agreement. #	DATE	DESCRIPTION
P.L. Junction	5452	Lehigh Valley R.R. Co.		5-31-50	Supplemental Agreement covering modification of Agreement Dated 6-16-1890 (Not in file) for distribution of expense of interlocking plant.
Rochester	5543	B.R. & P. RY CO. & N.Y.C. R.R. CO.	5363	1-25-51	Changes in signal bridges by elimination of grade crossings at Ames, Hague, Colvin, York, & Child Streets.
Rochester	5584	State of New York		3-21-57	Also relocation of signal bridges at Hague Street.
Rochester	5644	N.Y. Public Service Comm.		8-09-50	Construction of water main across B&O Tracks in connection with Mt. Read Blvd. improvement.
Rochester Belt	5684	People of the State of New York	5919	6-04-51	Liability of Cost of elimination of grade crossing at Child Ave.
Rochester	5724	State of New York		5-21-51	Agreement carrying BR#G2.42 over Mt. Read Blvd.
Rochester	5777	N.Y. Public Service Comm.	Entry 4-Pg.2	8-30-63	Relocation of 6" Water line for construction of Hwy, Bridge #2.84 to Carry Roch. "Outer Loop".
Rochester	5844	N.Y. Public Service Comm.		11-22-60	Install automatic protection at Ridge Road
Scottsville	5852	N.Y. State Thruway		11-09-60	Install automatic protection at West Ave.
Rochester Belt	5919	People of the State of New York	5684	10-20-52	Construction of an overhead crossing north of Scottsville.
Rochester(Greece)	6467	Genesee State Park Comm.		4-10-53	Underpass at Mt. Read Blvd. grade crossing.
Rochester	6476	Erie RR Co. Lehigh Valley RR Co.	6548	1-12-59	Construction of BR #G-8.38 over Lake Ontario State Parkway.
Rochester (Greece)	6548	PA. R.R., N.Y.C. RR. Co. Lake Ontario State Pkwy.	6467	8-08-57	Covering operating & maintaining of subway railroad owned by City of Rochester and delegates same as agents for railroads listed in agreement.
Rochester (Chile)	6622	Monroe County		1-12-59	Construction of BR #G-8.38
Rochester		State of New York	5724	7-28-59	Removal of flight obstructions in connection with extension of runway at Monroe County Airport
Leroy	6777	State of New York		8-21-61	BR #2.84 - Responsibilities as to maintenance of Bridge Rochester "Outer Loop".
Lincoln Park	6835	Monroe County	7584	8-17-64	Reconstruct crossing and install flashers at Lake Street - Route 19.
Gainesville	6968	State of New York		8-16-66	Reconstruct crossing and install flashers at Buell Road.
Hardys	6968	State of New York		10-08-68	Easement for County Rte 10 - Retirement of BR #57.85.
Wheat) and (East Mumford)	7067	N.Y. Public-Service Comm.		10-08-68	Easement for County Rte 10 - Retirement of BR #57.85.
				2-17-70	Installation flashers at Armstrong Road - Monroe County.

LOCATION	NUMBER	AGREEMENT WITH	Reference Agreement. #	DATE	DESCRIPTION
Scottsville (Chili)	7068	N.Y. Public Service Comm.		2-17-70	Grade Crossing Protection at Morgan Road, Monroe County.
Brookdale	7147	N.Y. Public Service Comm.	7584	2-09-71	Installation of flashers at Brook Road, Monroe County.
Rochester	7269	State of New York		4-06-73	Crossing Improvement of U.S. Rt.104 and Ridge Road West.
Ashford	7379	N.Y. State Dept. of Transportation		8-09-74	Relocation of flashers at D.O.T. #148229U and 148226Y.
Elton	7407	State of New York		2-27-75	Flashers at Alexander Road (CR #21) - Installation.
Leroy	7445	State of New York		5-23-78	Flashers at North Street - Installation.
Leroy	7443	N.Y. State Dept. of Transportation		12-02-75	Flashers at Munson Street - Installation.
Maplewood	7494	State of New York		10-26-76	Close and abandon BR #2-J located on the East Bethany, LeRoy Road.
Rochester	7568	N.Y. State Dept. of Transportation		10-07-76	Flashers at Paul Road (RTE-252A) - Installation.
Brookdale	7584	N.Y. State Dept. of Transportation	7147	4-06-77	State Road Signage on BR #G2.42 - Mt. Read Blvd.
Lincoln Park	7584	N.Y. State Dept. of Transportation	6835	3-01-84	Install flashers at Brook Road and Buel Road
Rochester	7638	State of New York		3-01-84	148051X and 148044M
Rochester	7850	N.Y. State Dept. of Transportation		4-25-78	Install flashers at Brook Road and Buel Road
Pavilion	7950	N.Y. State Dept. of Transportation		5-19-80	148051X and 148044M
Leroy	7954	"		1-26-82	Install flashers at Ridge Avenue, MP 3941, DOT #148025H.
Lincoln Park	7970	"		1-26-82	Install flashers at Main Street, DOT #148098T.
Eagle	7975	"		7-26-83	Install flashers at Perry Road, DOT #148079N
Eagle	7976	"		3-26-84	Safety improvements to Rte 1490 and 390 - Monroe County.
Eagle	7978	"		1-27-84	Install flashers at Telegraph Road, DOT #148177E.
Gainesville	7979	"		1-27-84	Install flashers at Pike Road, DOT #148182B
Buss	7992	"		1-27-84	Install flashers at Cole Road, DOT #148909N
		"		1-26-84	Install flashers at Evans Road, DOT #148154X
		"		1-27-84	Install flashers at Main Street, DOT #148171N

LOCATION	NUMBER	AGREEMENT WITH	Reference Agreement. #	DATE	DESCRIPTION
Leroy	108	Delbert J. Ellison		11-1-52	Granted right to use three parcels of land and coal pockets 1, 2, 3, 4, and 5 on trestle.
Leroy	621	Leroy Lime & Crushed Stone		11-1-52	Conveyer Br. over tracks.
Leroy	3520	Lapp Insulator Company		10-1-56	Private road crossing.
Leroy	1413	Leroy Lime & Crushed Stone		8-28-37	Supplements 8-27-52 private grade crossing.
Leroy	3528	New York Central R.R.		6-30-60	Flashing light signals.
Lincoln Park	1376	Pennsylvania R.R.		2-9-1889	Br. # G-0.48 over Penn track.
Lincoln Park	1069	Rochester Gas & Electric		6-21-27	Power line to Adrian Realty Co.
Mumford	523	New York State D.O.T.		1-11-38	O.H. Br. # 18.16.
Rochester	1555	New York Central		-	Br. # 1.65 over Buffalo Road.
Rochester	76	City of Rochester		8-8-57	Operation and maintenance of city subway tracks - joint agreement.
Uptonville	3153	Eastman Kodak Co.		4-6-28	Br. # G-4-23.
Scottsville	3118	St. Marys Catholic Church		9-25-45	Replacement of Br. # 12.73.
Scottsville	3466	NY State Thruway Auth.		10-20-52	O.H. highway crossing.
Uptonville	933	City of Rochester		4-1-35	48" Storm drain pipe.
Joint Facill.					
Leroy	72	New York Central		11-15-1876	Crossing frogs, watchmans building, & target.
Leroy	1044	Erle		4-9-1887	Crossing frogs.
Leroy	62	New York Central		10-15-08	Inspection and repairs to cars.
Lincoln Park	96	New York Central & Penn		10-4-09	Joint trackage to industry.
Lincoln Park				7-21-02	
Lincoln Park				10-4-09	
Lincoln Park				1-1-35	
Lincoln Park & Rochester	86	New York Central		1-1-47	Switching service.
Lincoln Park & Rochester				7-1-52	

Agree. No.	Date	Industry	Track No.
6788	11/12/1923	Wm. B. Moose Lumber Company	ROH(1)
7628	07/21/1950	Alfonso Gioia & Sons	ROL(1)
8454	01/25/1968	Genesee Valley Paper Company	ROD(1) (2)
6776	10/01/1942	Ritter Company, Incorporated	R1D(1)
6776	01/25/1943	Ritter Company, Incorporated	R1D(1)
8313	03/15/1965	Ritter Company, Incorporated	R1E(1)
6696	05/01/1953	Ritter Company, Incorporated	R1J(1) R2(4)
6696	06/25/1953	Head - Miller, Incorporated	R1C(1)
6697	07/21/1902	NY Central & Hudson Railroad Company (1st part) Penn Railroad Company (2nd part) BR&P (3rd part)	Joint track at Lincoln Park
6697	07/21/1902	NYC/HRR/PRR/BR&P/Pneumatic Signal Company/Pfaudler Company/Vincent Moreau Smith	Siding facil- ities at Lincoln Park
6697	11/19/1908	PRR/NYC & HRR/BR&P Rwy	Jointly owned running track
6697	12/08/1909	NYC & HRR/PRR/BR&P/General Railway Signal Company	Track located on land of Signal Company
6697	10/04/1909	NYC & HRR/PRR/BR&P/ T. H. Symington Company	Portion R1A(1)
6778	05/07/1942	Charlotte Docks Company	R3G(1) (2) (3)
6778	07/19/1973	United Refining Company	Supplements 05/07/1942
6783	09/11/1961	Hutchinson - Rathbun, Incorporated	R2C(1)
8210	10/20/1961	Wegman's Food Market, Incorporated	R3D(1)
8377	04/28/1966	Sam Gottry Carting Company	R5B(1)

Agree. No.	Date	Industry	Track No.
8597	09/26/1972	Robfogel Mill - Andrews Corporation	R5D(1)
6829	01/29/1973	Sabin Metal Corporation	R16A(1) (2) (3) (8) X-1
6715	03/25/1963	Burnwell Gas Distributors, Incorporated	R18E(1)
6686	03/22/1917	General Crushed Stone Company	R22A (1) (2) (3)
6686	05/10/1906	General Crushed Stone Company	R22A (1) (2) (3)
6686	05/12/1912	General Crushed Stone Company	R22A (1) (2) (3)
6691	12/10/1917	LeRoy Lime and Crushed Stone Corporation	R23A (1) (2) (3) (4) (5) (6) (7) (8) (9) X2
6685	09/15/1966	Lawless Container Corporation	R25X (1) (2)
7742	03/13/1952	John Wiley Jones Company	R25F (2)
7938	08/03/1955	Lapp Insulation Company, Incorporated	R27A (3) (4)
6683	09/23/1924	Lapp Insulation Company, Incorporated	R27A (1) (2)
6740	08/23/1926	Clemens & Company	R33B(2)
8638	05/29/1974	Marhin Tubing, Incorporated	R36E(1)
6830	03/14/1963	Pro-Fac Cooperative, Incorporated	R38A(1)
6830	07/01/1963	Curtice - Burns Incorporated	Subordinate to 03/14/63
6824	11/01/1974	Crallya, Incorporated, dba Montgomery Feed Mill	R44J(1)
6823	09/23/1929	Montgomery Brothers	R44D(1)
6645	06/01/1971	Agway, Incorporated, Fertilizer Division	R58B(1)

Agree. No.	Date	Industry	Track No.
6707	02/28/1967	Elmira Transit Mix, Incorporated	R84B (1) (2) (3) (4)
6707	04/19/1971	General Crushed Stone Company	Assignment of 02/28/67
6697	12/28/1971	Rochester Industrial Center PC & BO	Assignment T. H. Symington Company entered in agreement of 10/04/09
7895	08/19/1954	Gerber Products Company	RG1K(1)
6693	05/16/1951	John J. Petrosi	RG1F(1)
6693	02/16/1954	Concrete Trans-Mix Cooperative	
6693	06/14/1951	Asphaltic Concrete, Incorporated	Subordinate to 05/16/51
6693	09/16/1954	American Oil Company	Subordinate to 02/16/54
6772	11/08/1948	Mixing Equipment Company/ Curtice Brothers and Rochester Lithographing Company	RG1C(1)
6772	05/01/1950	Curtice Brothers Company	Assigned to Gerber Products Company
7436	07/07/1972	Olin Corporation	RG1G(1)
8049	09/30/1957	Cairn Properties, Incorporated	RG0A(4)

Agree. No.	Date	Industry	Track No.
8049	02/20/1958	Continental Can Company, Incorporated	RG0A(4) Subordinate to 09/30/57
7769	06/23/1952	Leon Hill Carting Company	RG1J
7769	10/16/1952	Westinghouse Electric Supply Company	Subordinate to 06/23/52
7787	06/16/1965	General Motors Corporation	RG1M (1) (2) (3) (4) (5)
6652	08/12/1889	Standard Sewer Pipe Company	RG3A(1)
6652	08/01/1902	Standard Sewer Pipe Company/ NYC & HRR	RG3A(3)
7686	04/18/1951	Fort Wayne Corrugated Paper Company	RG2L(1)
7686	06/15/1959	Continental Can Company, Incorporated	Assignment of 04/18/51
7686	06/15/1959	St. Joe Paper Company	Reassignment of agreement
7889	05/18/1954	The Flower City Builders Supply Corporation	RG2P(1)
6780	01/13/1961	Flower City Tissue Mills Company	RG3D(1)
8424	08/01/1967	George Miller Brick Company	RG5G(1)
6813	10/03/1930	Eastman Kodak Company	RG5C(1)
6799	12/23/1927	Portland Builders Supply, Incorporated	RG7B(1)
6643	05/24/1926	Alonzo Matthews, Lena Matthews & Leslie E. Fields, co-partners under name Matthews & Fields	RG7D(1)

RIGHT-OF-WAY OCCUPANCY AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 19____, by and between Buffalo, Rochester and Pittsburgh Railway Company (hereinafter called "Railroad" or "Licensor"), whose mailing address is 100 North Charles Street, Baltimore, Maryland 21201, and CSX COMMUNICATIONS, INC. (hereinafter called "Licensee"), whose mailing address is 7th & Main Street, Richmond, Virginia 23202, WITNESSETH:

WHEREAS, Railroad owns, controls or operates certain tracks, Right-of-Way or property as part of a Rail Corridor and operated line of railroad, as shown on the map attached hereto and made a part hereof; and

WHEREAS, the parties hereto have agreed to the shared use of, and Licensee's non-exclusive right to occupy, a portion of the Rail Corridor or Right-of-Way of Railroad, for the installation by Licensee of a telecommunications transmission system in, on, under, through, and/or along said Railroad Right-of-Way; and

WHEREAS, Railroad and Licensee have also separately agreed to the operating, engineering and technical terms, conditions and covenants for the construction, erection, installation, operation, use, maintenance, repair, replacement, renewal, and/or removal of such telecommunications transmission system by Licensee under a "Basic Agreement" dated as of _____; and

WHEREAS, Railroad and Licensee wish to formalize and record such use and to show where the telecommunications transmission system is to be located;

NOW, THEREFORE, for and in consideration of the premises hereinabove, the payment of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Licensor, insofar as it has the right to do so, and subject and in accordance with the terms and conditions of the separate Basic

Agreement (as may be amended from time to time), hereby licenses and permits Licensee, on a non-exclusive basis, to locate, install, place, construct, maintain, repair, replace, renew, remove, use and/or operate a telecommunications transmission system, by cable and/or other means, all of which, including attendant equipment and changes therein, shall be hereinafter referred to as "Facilities" or "System", upon, over, in, on, under, through, and/or along, as the case may be, the following tracks, Right-of-Way and property owned, controlled or operated by Licensors (hereinafter called "the Premises"): (A) that portion of Railroad's Main Line from Railroad Survey Station 0 + 00, in Rochester, Monroe, County, NY through the counties of Monroe, Genesee, Livingston, Wyoming, Allegany and Cattaraugus, NY to Railroad Survey Station 4943 + 40, near Ashford, Cattaraugus County, NY, a distance of 93.63 miles, more or less; (B) that portion of Railroad's Rochester Belt Line from Railroad Survey Station 0 + 00 in Rochester, Monroe County, NY, to Railroad Survey Station 364 + 17, in Rochester, Monroe County, NY, a distance of 6.90 miles, more or less, all in Monroe County, NY; and, (C) that portion of Railroad's Silver Lake Branch from Railroad Survey Station 0 + 00, in Wyoming County, NY, to Railroad Survey Station 120 + 00, in Wyoming County, NY, a distance of 2.27 miles, more or less, all in Wyoming County, NY; all as indicated generally on Drawing No. RE+IDD-713, dated 1/20/84, as revised 12/6/85, attached hereto as Exhibit A and specifically incorporated herein by reference, and as may be described more particularly in the "As-built Drawings" of the said Facilities that may be hereafter prepared, which As-built Drawings may be periodically updated and which will be available for review upon reasonable notice at either the office of the Licensee at the address above, or at the office of the Licensors at the address above.

TO HAVE AND TO HOLD this license and permission for a term extending and running to and through _____, 2006, with rights of Licensee to extend thereafter for successive terms of ten (10) years, until _____, 2036, subject to the provisions of Section 2 of the Basic Agreement.

This Agreement is subject to all lawful existing liens or mortgages in and to the Premises and Rail Corridor, and all recorded leases, licenses, easements, occupations or other interests previously granted to others therein.

Nothing herein shall be deemed to act as any warranty, guarantee, or representation of the quality of Railroad title of the particular segment of Rail Corridor occupied, shared, used or enjoyed in any manner by Licensee under any rights created in this Agreement and/or the Basic Agreement.

Licensee shall not have or make any claims against Railroad for damages on account of any deficiencies in title to the Rail Corridor, Right-of-Way or property, in the event of failure or insufficiency of Railroad's title to any portion thereof covered by this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors or assigns, but this Agreement may only be assigned in accordance with the Basic Agreement.

All transfer, documentary or similar taxes on recordation, and all recordation costs and responsibilities, shall be Licensee's exclusively.

IN WITNESS WHEREOF, the parties hereto have caused their corporate names and seals to be placed herein as of the day and date first written above.

BUFFALO, ROCHESTER
AND PITTSBURGH RAILWAY
COMPANY

Railroad/Licensors

Witness(es):

By: _____

Title: _____

CSX COMMUNICATIONS, INC.,
Licensee

Witness(es):

By: _____

Title: _____

CONSENT

The Baltimore and Ohio Railroad Company, in its capacity as operator of Buffalo, Rochester and Pittsburgh Railway Company under an Operating Agreement of December 15, 1931, recorded among the Land Records of Monroe County, NY in Deed Liber 1591, page 293, does hereby consent to the execution of this Right-Of-Way Occupancy Agreement, and license therein created, by Buffalo, Rochester and Pittsburgh Railway Company. This execution and consent is without recourse to said The Baltimore and Ohio Railroad Company, and without warranty of any kind.

THE BALTIMORE AND OHIO
RAILROAD COMPANY

Witness(es):

By: _____

Title: _____

ANNEX II

1. Trackage Rights Agreement
dated between Rochester & Southern
Railroad, Inc. (R&S) and the Genesee and Wyoming
Railroad Company.

2. Trackage Rights Agreement
dated between the Buffalo, Rochester
and Pittsburgh Railway Company (BR&P), the
Baltimore and Ohio Railroad Company (B&O) and the
Delaware and Hudson Railway Company.

3. Property acquired under Section 1.03 of
the Purchase and Sale Agreement dated December
13, 1985, as amended as of June 30, 1986 by and
between BR&P, B&O and R&S.

4. Certain contracts between the New York
State Department of Transportation and the B&O
described in Exhibit I.

EXHIBIT I

New York Department of Transportation Contracts with the B&O
Outstanding on the Rochester - Ashford Branch.

AFE Number	Location	Description	Total Authority	PCT. Complete
60444	South Caledonia, NY	Track Connection w/G&W Industries	-	80
59447	Silver Springs, NY	Rehab Silver Lake and Install Conrail Conn.	-	100
23411	Rochester, NY	Install Rubber X-ing at West Ave.	\$111,412	0
23412	Rochester, NY	Install FL&G, Rubber X-ing Reloc. switch McCall Road	134,233	95
23413	Rochester, NY	Install Rubber X-ing Paul Road	51,397	95
23415	Rochester, NY	Install Rubber X-ing Rem. Sdg. Buell Rd.	136,564	0
23419	Eagle, NY	Install FL&G, Rubber X-ing Cox Road	142,206	50
23427	Elton (Freedom) NY	Install FL&G, Pigeon	122,342	60
23428	Gainesville, NY	Install Rubber X-ing Rem. Track @Main St.	147,001	60
23539	South Caledonia, NY	Track Conn. w/G&W	142,375	80

ANNEX III

Senior Secured Parties

***Marine Midland Bank, N.A.
One Marine Midland Plaza
Rochester, New York 14639
Attention: Emmett B. Boylan
Administrative Vice President***

ANNEX IV

General Permitted Encumbrances

1. The lien of this Mortgage on the Collateral.
2. Liens for taxes, assessments or governmental charges or claims the payment of which is not at the time due or is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP (as defined in the Purchase Agreement) shall have been made therefor.
3. Statutory Liens of landlords, carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums the payment of which is not at the time due or is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made therefor.
4. Liens on the Collateral in favor of the State of New York arising under Section 1141 of the New York Tax Law and Liens on the Collateral arising in favor of New York State pursuant to any "Branchline CI Projects", "Local Rail Service Preservation" projects, or the construction or installation of grade crossings and signals, or under any existing or future New York State program to rehabilitate rail track components, including bridges.
5. Liens incurred on deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, other than any Lien imposed by or under ERISA (as defined in the Purchase Agreement).
6. Any interest or title of a lessor under any lease permitted by Section 6.8 of the Loan Agreement.
7. Easements, rights of way, zoning ordinances, covenants and restrictions and other similar Liens on real property which in the case of any particular parcel of real property do not materially detract from the value of such real property.

8. Exceptions and reservations specified in the policy of title insurance of Monroe Abstract & Title Corporation delivered to GECC pursuant to Section 3.2(n) of the Loan Agreement.

9. Any other Liens, the existence and validity of which are at the time being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made therefor; provided, however, that no such Lien shall be permitted if it shall cause an Event of Default under the Loan Agreement or the Note.

ANNEX V

Description of Proposed Rehabilitation

1. Bridge Work - Approximately \$273,790.

Work as described in a Bridge Inspection Report to the Rochester & Southern Railroad, Inc. dated May 7, 1986. Work to be performed is all work listed in the TRACK column of Exhibit 1 attached hereto. The location of the bridge-related track work to be performed is indicated by the milepost markers in the left hand column.

2. Track Work - Approximately \$340,000.

Where rail joints have bad ties, remove and replace with new ties and rail anchors (approximately 4,000 ties and 8,000 rail anchors - \$160,000).

Ballast, spot tamp and surface all joints the entire length of the railroad - \$142,000.

Replace and tighten bolts as needed for entire line - \$38,000.

TABLE 1

STATEMENT OF REPAIR COSTS OF BRIDGES

ROCHESTER & SOUTHERN RAILROAD

BR. NO.	STYLE	LENGTH	TRACKS	MAT'L	TRACK*
ROCHESTER BELT LINE					
G0.48	T. Riv.	161' - 1 SP	1	S	26.4
G0.53	T. Pl.	74' - 1 SP	1	S	3.8
G1.06	T. PG	162' - 2 SP	1	S	
G1.77*	T. Pl.	130' - 2 SP	1	S	3.8
G2.42	T. Pl.	130' - 2 SP	2	CS	
G2.86	T. Pl.	76' - 1 SP	1	S	1.9
G2.96	Ibm.	36' - 1 SP	1	S	
	T. Riv.	109' - 1 SP	1	S	4.3
G3.03	T. Pl.	60' - 1 SP	1	S	3.8
SILVER LAKE BRANCH					
A0.23*	Tres - O.D.	36' - 3 SP	1	W	
A0.80	Box	3' - 1 SP	1	M	

STATEMENT OF REPAIR COSTS OF BRIDGES

ROCHESTER & SOUTHERN RAILROAD

BR. NO.	STYLE	LENGTH	TRACKS	MAT'L	TRACK*
MAIN LINE					
0.B	Tres.	108' - 18 SP	1	W	CONDEMNED
0.C	Ibm.	74' - 3 SP	1	S	1.9
0.42	TPG.	105' - 3 SP	2	S	
0.60	Ibms	70' - 3 SP	1	S	3.8
0.88	R.C.Box	70' - 1 SP	2	CS	
1.07	R.C.Box	70' - 1 SP	2	CS	
1.65	Ibms	66' - 4 SP	6	S	
2.63	TPG-BD	136' - 3 SP	4	S	
2.71	DRT-BD	130' - 1 SP	4	S	
3.46	DPG-BD	37' - 1 SP	5	S	
4.48*	R.C.	96' - 2 SP	3	S	
6.47	R.C.	139' - 6 SP	2	RC	
7.10	Ibm.	165' - 1 SP	1	SS	6.9
12.35	TPG-BD	44' - 1 SP	2	S	
13.04	Tres.	14' - 1 SP	1	W	3.8
13.21	TPG-BD	104' - 1 SP	1	S	1.9
15.57	DPG-OD	142' - 2 SP	1	S	3.8

STATEMENT OF REPAIR COSTS OF BRIDGES

ROCHESTER & SOUTHERN RAILROAD

BR. NO.	STYLE	LENGTH	TRACKS	MAT'L	TRACK*
MAIN LINE - cont'd.					
18.16	Conc. Met.	45' - 1 SP	HWY.OH	CM	
18.35	DPG-OD	44' - 1 SP	1	S	3.8
22.78	Conc. Met.	18' - 1 SP	1	CM	
23.99	Ibm.	23' - 1 SP	1	S	7.9
25.03*	M. Arch.	36' - 1 SP	1	M	8.4
	DPG-OD	80' - 1 SP	1	SS	
	DPG-OD	80' - 1 SP	1	SS	
	M. Arch.	34' - 1 SP	1	M	3.6
	DPG-OD	60' - 1 SP	1	SS	
	TPG-BD	40' - 1 SP	1	SS	1.9
25.77	TPG-BD	84' - 1 SP	2	S	
26.86*	DPG-OD	180' - 2 SP	1	SS	7.7
30.87	TPG-BD	57' - 1 SP	1	S	
31.58	Con R.T.	8' - 1 SP	1	CS	
32.26	Tres.	10' - 1 SP	1	W	3.8
33.10	Conc. Met.	17' - 1 SP	1	CM	
33.38	Conc. Met.	17' - 1 SP	1	CM	

STATEMENT OF REPAIR COSTS OF BRIDGES

ROCHESTER & SOUTHERN RAILROAD

BR. NO.	STYLE	LENGTH	TRACKS	MAT'L	TRACK*
MAIN LINE cont'd.					
35.45	DPG-OD	33' - 2 SP	1	WI	3.8
37.24	Con. R.T.	8' - 1 SP	1	CS	
38.79	Con. R.T.	8' - 1 SP	1	CS	
39.83	Con. R.T.	6' - 1 SP	1	CS	
40.33	Con. R.T.	6' - 1 SP	1	CS	
41.27	Con. Met.	18' - 1 SP	1	CM	
41.70	CMP	4' - 1 SP	1	CMP	
41.95	Con. R.T.	6' - 1 SP	1	CS	
42.44	Con. Arch.	12' - 1 SP	1	C	
42.60	Stone Box	4' - 1 SP	1	M	
42.80	St. Pipe	5' - 1 SP	1	S	
43.20	CIP	4' - 1 SP	1	I	
43.32	Con. R.T.	6' - 1 SP	1	CS	
44.13	TPG-BD	83' - 1 SP	2	S	
47.96	Ibm.	64' - 3 SP	1	S	4.0
49.30	Arch.	8' - 1 SP	1	C	
50.02	DPG-OD	263' - 6 SP	1	S SS	9.1
50.60	DPG-BD	35' - 1 SP	1	S	

STATEMENT OF REPAIR COSTS OF BRIDGES

ROCHESTER & SOUTHERN RAILROAD

BR. NO.	STYLE	LENGTH	TRACKS	MAT'L	TRACK*
MAIN LINE cont'd					
52.54	T. Tr.	69' - 1 SP	HWY OH	WI S	
53.94	Con. R.T.	6' - 1 SP	1	C	
56.20	Ibms	70' - 2 SP	1	S	3.8
56.43	Ibms	49' - 1 SP	1	S	3.8
57.53	Arch.	6' - 1 SP	1	C	
57.55*	Tres - O.D.	27' - 3 SP	1	W	3.8
58.09*	Tres - BD	36' - 3 SP	1	W	1.9
58.98	CMP	8' - 2 SP	1	S	
59.25	Con. R.T.	6' - 1 SP	1	C	
59.47	Con. R.T.	7' - 1 SP	1	C	
60.68	Con. R.T.	6' - 1 SP	1	C	
61.10	RCP	8' - 1 SP	1	C	
61.37	Tres.	88' - 5 SP	1	W	
61.96*	Tres.	10' - 1 SP	1	W	
62.86*	DPG-OD	95' - 2 SP	1	SS	3.8
62.89	DPG-OD	28' - 1 SP	1	S	3.8
63.52	DPG-OD	68' - 2 SP	1	S	3.8

STATEMENT OF REPAIR COSTS OF BRIDGES

ROCHESTER & SOUTHERN RAILROAD

BR. NO.	STYLE	LENGTH	TRACKS	MAT'L	TRACK*
MAIN LINE cont'd.					
64.41*	DPG-OD	101' - 2 SP	1	SS	3.8
65.35	Arch.	10' - 1 SP	1	C	
68.58	Con. Met.	10' - 1 SP	1	CS	2.2
70.18	Con. Met.	18' - 1 SP	1	CS	
70.32	Con. Met.	18' - 1 SP	1	CS	
70.94	Ibm.	50' - 1 SP	1	S	9.6
71.44	TPG-OD	80' - 1 SP	1	S	
72.68	Con. Met.	6' - 1 SP	1	CS	3.8
74.49*	TPG-CD	109' - 1 SP	HWY. OH	CS	
75.11	Tres.	11' - 1 SP	1	W	3.8
75.67*	Tres.	34' - 1 SP	1	W	3.8
76.39*	Ibm.	60' - 1 SP	1	S	12.2
77.26	R. Con. Sl.	152' - 9 SP	1	RC	
78.24*	Tres.	33' - 3 SP	1	W	7.7
79.67	Con. R.T.	6' - 1 SP	1	CS	
80.20	S. Box	3' - 1 SP	1	M	
81.67	Ibm.	17' - 1 SP	1	S	3.8

STATEMENT OF REPAIR COSTS OF BRIDGES

ROCHESTER & SOUTHERN RAILROAD

BR. NO.	STYLE	LENGTH	TRACKS	MAT'L	TRACK*
MAIN LINE cont'd.					
82.00	Ibm.	34' - 1 SP	1	S	5.4
82.28*	Tres.	12' - 1 SP	1	W	5.0
82.71	Ibm.	36' - 1 SP	1	S	3.8
83.01	Ibm.	24' - 1 SP	1	S	3.8
83.74	TPG-BD	44' - 1 SP	1	SS	
84.04	TPG-CS	105' - 4 SP	1	S-CS	
89.80	Ibm.	25' - 1 SP	1	S	4.3
90.23	Ibm.	36' - 1 SP	1	S	3.8
90.59	Ibm.	35' - 1 Sp	1	S	9.9
90.84	Ibm.	24' - 1 SP	1	S	2.0
91.30	DPG-OD	34' - 1 SP	1	S	4.3
91.75	DPG-OD	34' - 1 SP	1	S	7.3
92.52	DPG-OD	34' - 1 SP	1	S	3.8
93.58	TPG-OD	33' - 1 SP	1	S	
END R & S TRACKAGE					

STATEMENT OF REPAIR COSTS OF BRIDGES

ROCHESTER & SOUTHERN RAILROAD

BR. NO.	STYLE	LENGTH	TRACKS	MAT'L	TRACK*
105 BR.		SUMMARY COSTS - TOTAL			\$248.90
		10% CONTINGENCY			24.89
		SUB TOTALS			\$273.79

Annex VI

Six (6) General Motors Corporation Electro-Motive Division (EMD) Model GP40 3000 Horsepower four axle diesel electric locomotives with the former Conrail road numbers 3056, 3057, 3059, 3063, 3072 and 3079 overhauled and refurbished under contract by Chrome Locomotive, Inc. numbered as follows:

<u>Serial Number</u>	<u>Locomotive Road Number (RS)</u>
33220	101
33221	102
33223	103
33227	104
33236	105
33243	106